



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE MEETING MATERIALS

February 1, 2012

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION





Letter of Transmittal

TO: Toll Bridge Program Oversight Committee
(TBPOC)

DATE: January 25, 2012

FR: Program Management Team (PMT)

RE: TBPOC Meeting Materials Packet – February 1, 2012

Herewith is the TBPOC Meeting Materials Packet for the February 1st meeting. The packet includes memoranda and reports that will be presented at the meeting. A Table of Contents is provided following the Agenda to help locate specific topics.

TBPOC MEETING
February 1, 2012 9:30am – 12:30pm
Mission Bay Office, Oakland
TBPOC-PMT pre-briefing: 9:30am – 10:30am
TBPOC meeting: 10:30am – 12:30pm

	Topic	Presenter	Time	Desired Outcome
1.	CHAIR'S REPORT	S. Heminger, BATA	5 min	Information
2.	CONSENT CALENDAR a. TBPOC Meeting Minutes: 1) November 14, 2011 Conference Call Minutes*** 2) November 15, 2011 Conference Call Minutes*** 3) January 5, 2012 Meeting Minutes* b. Contract Change Orders (CCOs): 1) Antioch CCO 15-S1 (Removal of Temporary Construction Roads)* 2) YBITS1 CCO 33-S1 (Seismic Joints Type II Installation)* 3) YBITS1 CCO 76-S2 (Hinge EE, EW, FE & FW Seismic Joints)* 4) YBITS1 CCO 529-S1 (Oakland Detour Westbound Structure – Bridge Superstructure)* 5) YBITS1 CCO 539-S2 (Oakland Detour Westbound Structure – Additional Funds to Furnish Structural Steel)* 6) YBITS1 CCO 547-S0 (Oakland Detour Westbound Bridge Jacking)* 7) YBITS1 CCO 549-S0 (Oakland Detour Portable Changeable Message Signs)* 8) YBITS1 CCO 557-S0 (Oakland Detour Westbound Structure – Bridge Demolition)*	A. Fremier, BATA D. Noel, CTC		Approval Approval Approval Approval Approval Approval Approval Approval Approval
3.	PROGRESS REPORTS a. Fourth Quarter 2011 Risk Management Update* b. Draft 2011 Fourth Quarter Project Progress and Financial Update**	J. Tapping, CT P. Lee, BATA	20 min 5 min	Information Approval
4.	PROGRAM ISSUES a. Architecture Items* b. Bay Bridge East Span Opening** c. Bridge Commemorative Stamp/Coin*	C. Endress, BATA PMT T. Anziano, CT	30 min 30 min 10 min	Approval Information Approval
5.	SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES a. Corridor Update*	T. Anziano, CT	5 min	Information

Final Agenda

	Topic	Presenter	Time	Desired Outcome
	b. Existing Bridge Demolition*	PMT	10 min	Approval
6.	ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES a. Updates*	M. Forner, CT	5 min	Information
7.	OTHER BUSINESS			
Next TBPOC Meeting: March 1, 2011, 10:00 AM – 1:00 AM 1120 N Street, Sacramento				

Attachments

** Stand-alone document included in the binder

*** To be sent under separate cover

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TBPOC MEETING February 1, 2012

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TBPOC MEETING

February 1, 2012

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* Attachments

** Stand-alone document included in the binder

*** To be sent under separate cover

ITEM 1: CHAIR'S REPORT

No Attachments

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 2a1
Consent Calendar
Item- TBPOC Meeting Minutes
November 14, 2011 Conference Call Minutes

Recommendation:
APPROVAL

Cost:
N/A

Schedule Impacts:
N/A

Discussion:
The November 14, 2011 Conference Call Minutes will be sent under separate cover.

Attachment(s):
N/A

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 2a2
Consent Calendar
Item- TBPOC Meeting Minutes
November 15, 2011 Conference Call Minutes

Recommendation:
APPROVAL

Cost:
N/A

Schedule Impacts:
N/A

Discussion:
The November 15, 2011 Conference Call Minutes will be sent under separate cover.

Attachment(s):
N/A

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 2a3
Consent Calendar
Item- TBPOC Meeting Minutes
January 5, 2012 Meeting Minutes

Recommendation:
APPROVAL

Cost:
N/A

Schedule Impacts:
N/A

Discussion:
The Program Management Team has reviewed and requests TBPOC approval of the January 5, 2012 Meeting Minutes.

Attachment(s):
January 5, 2012 Meeting Minutes



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

MEETING MINUTES

January 5, 2012, 10:00am – 1:00pm
Mission Bay Office, 325 Burma Road, Oakland
TBPOC – PMT pre-briefing: 10:00am – 11:00am
TBPOC meeting: 11:00am – 1:00pm

Attendees: TBPOC Members: Bimla Rhinehart and Malcolm Dougherty
PMT Members: Tony Anziano, Andrew Fremier, and Stephen Maller
Participants: Michele DiFrancia, Clive Endress, Rich Foley, Mike Forner, Ted Hall, Beatriz Lacson, Richard Land, Peter Lee, Donald MacDonald, Brian Maroney, Bart Ney, Bijan Sartipi, Saeed Shahmirzai, Jon Tapping, Ken Terpstra and Jason Weinstein

Convened: 11:06 AM

Items		Action
1. CHAIR'S REPORT		
<ul style="list-style-type: none">Vice Chair B. Rhinehart conducted the meeting in the absence of Chair S. Heminger.		
2. CONSENT CALENDAR		
<ul style="list-style-type: none">a. TBPOC Meeting Minutes<ul style="list-style-type: none">1) December 1, 2011 Meeting Minutesb. Contract Change Orders (CCOs):<ul style="list-style-type: none">1) YBITS1 CCO 529 (Oakland Detour Westbound Structure), \$2,968,0272) YBITS1 CCO 547 (Oakland Detour Westbound Bridge Jacking), Not to Exceed \$1,200,0103) YBITS1 CCO 549 (Oakland Detour Westbound Bridge Closure – Portable CMS), Not to Exceed \$1,700,0004) YBITS1 CCO 100-S1 (Hinge K Steel Barrier Plate Modifications), \$12,859.00 – For Information Only		<ul style="list-style-type: none">The TBPOC APPROVED the December 1, 2011 Meeting Minutes, as presented.The TBPOC APPROVED YBITS1 CCOs 529, 547 and 549, as presented.
3. PROGRESS REPORTS		
<ul style="list-style-type: none">a. Draft Project Progress and Financial Update December 2011		<ul style="list-style-type: none">The TBPOC APPROVED the Project Progress and Financial

(Continued)

Items	Action
<ul style="list-style-type: none"> • P. Lee noted there were minor changes to the draft December 2011 monthly report and requested TBPOC approval to release the final version. ○ The next quarterly report will reflect a new forecast and an updated schedule. <p>b. FHWA 2011 Annual Report</p> <ul style="list-style-type: none"> • T. Anziano presented the 2011 Annual Update to the Financial Plan of the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project and requested TBPOC approval to submit it to the Federal Highway Administration (FHWA). ○ The report is required of mega projects receiving federal funding. ○ The update is consistent with the information published in the quarterly reports and conforms to the FHWA report format requirement. 	<p>Update December 2011.</p> <ul style="list-style-type: none"> • The TBPOC APPROVED the 2011 Annual Update to the Financial Plan of the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project for submittal to the FHWA.
<p>4. PROGRAM ISSUES</p> <p>a. Bridge Commemorative Stamp and Coin Proposal</p> <p>b. BATA Light Pole Contract – Additional Funds</p> <ul style="list-style-type: none"> • J. Weinstein provided a brief background and update on the BATA procurement of light poles for the new East Span, and requested additional funds in an amount not to exceed \$2,000,000, to cover additional costs resulting from various pole modifications and delays to the pole fabrication. ○ Funds are available to cover this request. ○ No impact on seismic safety opening (SSO) is anticipated. <p>c. Light Pipe and Related Concepts</p>	<ul style="list-style-type: none"> • The TBPOC deferred action on this item until the February 2012 meeting. • The TBPOC APPROVED the additional funding requested for light poles in an amount not to exceed \$2,000,000.

(Continued)

Items	Action
<ul style="list-style-type: none"> • T. Anziano gave a background summary and update for TBPOC information. ○ Discussion items included technology improvements and cost reduction since the light pipe was last presented, timing of decision, availability of renderings; the concept of painting the Skyway white; and other related concepts/architectural items. ○ Staff will present light pipe fabrication and installation costs for TBPOC approval at its February 2012 meeting, as well as provide images of the bridge before and after it is painted white and reasons for painting it white. <p>d. Bridge Opening</p> <p>e. Toll Bridge Seismic Safety Peer Review Panel (TBSSPRP)</p> <ul style="list-style-type: none"> • Not discussed. 	<ul style="list-style-type: none"> • The TBPOC deferred discussion of this item until the February 2012 meeting.
<p>5. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</p> <p>a. Corridor Update</p> <ul style="list-style-type: none"> • T. Anziano provided highlights of ongoing work. ○ The first cable strand was pulled in December 2011 and will be locked in this week; the second cable pull is in process. • When queried, T. Anziano indicated that ABF will know more in five months about accelerating SSO sooner than September 2013. <p>b. Yerba Buena Island Transition Structures (YBITS) No. 2</p> <p>1. Plans, Specifications, and Estimate (PS&E)</p>	

(Continued)

Items	Action
<ul style="list-style-type: none">• T. Anziano gave a summary of the YBITS2 schedule and what the contract covers. He requested TBPOC approval of the PS&E, which has gone through the appropriate review process.○ The contract cost is currently estimated at \$143,292,000, to which a bidder stipend will be added, if approved (see Item 5b2 below). <p>2. Contractor Stipend</p> <ul style="list-style-type: none">• T. Anziano requested TBPOC approval of a stipend for the YBITS2 contract.	<ul style="list-style-type: none">• The TBPOC APPROVED the YBITS2 PS&E; final amount to reflect the stipend amount to be determined by the PMT per Item 5b2. <ul style="list-style-type: none">• The TBPOC APPROVED a contractor stipend for the YBITS2 contract; the PMT to determine the amount of stipend and the number of bidder recipients.
<p>6. ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES</p> <p>a. Update</p> <ul style="list-style-type: none">• M. Forner gave the status of ongoing field work.○ <u>Antioch</u>:<ul style="list-style-type: none">➤ Work on the project is moving along toward a seismic safety completion by mid-February 2012.○ <u>Dumbarton</u>:<ul style="list-style-type: none">➤ The Department is working to resolve the bearing replacement issue; the May and September 2012 bridge closures are on schedule.	
<p>7. OTHER BUSINESS</p> <ul style="list-style-type: none">• The TBPOC agreed to move the February 2, 2012 meeting to an earlier date.	<ul style="list-style-type: none">• Staff to re-schedule the February 2, 2012 meeting as discussed.

Adjourned: 11:46 PM

(Continued)

TBPOC MEETING MINUTES
January 5, 2012, 10:00am – 1:00pm

APPROVED BY:

STEVE HEMINGER, TBPOC Chair
Executive Director, Bay Area Toll Authority

Date

BIMLA G. RHINEHART, TBPOC Vice-Chair
Executive Director, California Transportation Commission

Date

MALCOLM DOUGHERTY
Acting Director, California Department of Transportation

Date

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director, CTC

RE: Agenda No. - 2b1

Item- Consent Calendar – Contract Change Orders (CCOs)
Antioch Bridge Retrofit CCO 15-S1 – Removal of Temporary
Construction Road

Recommendation:

APPROVAL

Cost:

CCO 15-S1: \$1,200,000.00

Schedule Impacts:

70-Working Day Time Extension – Contract Completion, June 29, 2012

Discussion:

CCO 15-S1 in the amount \$1,200,000.00 is necessary to compensate the contractor for additional costs to remove the temporary construction roads which provide access to the work. The original CCO 15-S0 placed approximately 22,000 tons of aggregate base on top of the as-planned 33,000 tons of 6-inch rock at a cost of \$801,674. The 6-inch rock was specified under the contract in order to allow irrigation water flow under the road and to mitigate environmental impacts from the work, however, the rock proved to be too unstable to provide effective access. CCO 15-S0 deferred the cost of removing the rock. CCO 15-S1 will pay for the removal costs and provide a time extension associated with the removal of the roadways.

Due to delays to the contract incurred under CCO 6-S0, the removal of the temporary construction roads has been pushed into the March/April 2012 time period. This will delay the removal work due to environmental restrictions on ground disturbances during saturated soil conditions. The added quantity of aggregate base that needs to be removed will also extend the duration of the work. Based on these factors, a 70-working day time extension shall be granted for this change order which will extend the contract completion to June 29, 2012.

Memorandum

Compensation for the 70-working day time extension shall be paid for time-related overhead costs along with extended Storm Water Pollution Prevention and bird mitigation measures and extended project equipment and materials. A significantly reduced rate from the as-bid time-related overhead costs has been agreed to under this change.

Compensation for the added cost of removing the roadway includes the cost of removing and off-hauling the aggregate base added under CCO 15-S0 and additional off-hauling costs concerning the 6-inch rock due to the rock being mixed with the aggregate base which reduces its market value. The total cost of the change order is \$1,200,000.

Attachment(s):

1. Draft CCO 15-S1
2. Draft CCO Memorandum: 15-S1
3. Approved CCO 15-S0: CCO & CCO Memorandum
4. Approved CCO 6-S0: CCO & CCO Memorandum

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 15	Suppl. No. 1	Contract No. 04 - 1A5214	Road CC,Sac-160- 0.8/1.3,L0.0/L1.3	FED. AID LOC.: NO FED AID
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To: CALIFORNIA ENGINEERING CONTRACTORS INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Remove and dispose of the Class 3 aggregate base that was placed under Change Order No. 15 Supplement 0 at the Temporary Construction Roadways No. 1, No. 2, and No. 3, and at the Contractor's yard.

A determination of the delay in the completion of the Contract due to this change order has been made in accordance with Section 10-1.19, "Progress Schedule (Critical Path Method)," of the Contract Special Provisions and Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

The Contractor is granted a 70 working-day, time-extension for these delays.

Adjustment of Compensation at Unit Price:

In accordance with Section 10-1.20 "Time-Related Overhead" (TRO) of the Contract Special Provisions, the lump sum price for Contract Bid Item No. 5, "Time-Related Overhead" shall be adjusted for each of the 70 working days granted under this change order. It is agreed that a reduced TRO rate of \$6,500.00 per working day shall be paid in lieu of the bid TRO rate for the extended 70 working day Contract period.

For all additional non-TRO costs resulting from the 70 working day Contract extension provided under this change order, the Contractor shall be compensated an agreed unit price of \$3,800.00 per working day. This unit price includes but is not limited to all extended storm water pollution prevention measures, all extended bird monitoring costs, all extended equipment, materials, inefficiencies, and standby.

Cost of Adjustment of Compensation at Agreed Unit Prices:

70 days x \$6,500.00 per day = \$455,000.00

70 days x \$3,800.00 per day = \$266,000.00

The compensation provided under this change order constitutes full compensation for all additional costs, including all markups, pertaining to both the removal of the aggregate base and filter fabric placed on the temporary construction roads and the 70 working day time extension granted under this change order and no additional compensation shall be granted.

All additional bird monitoring costs incurred on and after March 22, 2012, are including in the compensation paid under this change order. All outstanding bird monitoring cost incurred prior to March 22, 2012, shall be compensated under Change Order No. 22 Supplement 2.

This change order resolves all deferred costs and delays associated with Change Orders No. 6 and No. 15, and no additional time extensions shall be granted beyond the 70 working days provided under this change.

Estimated cost of Adjustment of Compensation at Agreed Unit Price\$721,000.00

Adjustment of Compensation at Lump Sum:

For all work associated with the removal and disposal of the Class 3 aggregate base and filter fabric that was placed under the Change Order No. 15 Supplement 0, the Contractor shall be compensated an agreed lump sum of \$479,000.00. This lump sum includes all costs associated with the removal and disposal of the Class 3 aggregate base, in accordance with Section 7-1.13 of the Standard Specifications, and filter fabric including all additional costs associated with the removal and disposal of the originally placed 6" rock due to the placement of the aggregate base above that rock.

Estimated cost of Adjustment of Compensation at Agreed Lump Sum\$479,000.00

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 15	Suppl. No. 1	Contract No. 04 - 1A5214	Road CC,Sac-160- 0.8/1.3,L0.0/L1.3	FED. AID LOC.: NO FED AID
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Estimated Cost: Increase ☒ Decrease ☐ \$1,200,000.00

By reason of this order the time of completion will be adjusted as follows: 70 days

Submitted by

Signature	Resident Engineer David Tenorio	Date
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Approval Recommended by

Signature	Construction Manager Douglas Coe	Date
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Engineer Approval by

Signature		Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/17/2012 Page 1 of 2

TO: DOUG COE /			FILE: E.A. 04 - 1A5214	
FROM: DAVID TENORIO			CO-RTE-PM CC,Sac-160-0.8/1.3,L0.0/L1.3	
FED. NO. NO FED AID				
CCO#: 15	SUPPLEMENT#: 1	Category Code: CISA	CONTINGENCY BALANCE (incl. this change) \$1,655,556.60	
COST: \$1,200,000.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Remove Temporary Roadway			PROJECT DESCRIPTION: Bridge Seismic Retrofit	
Original Contract Time: 300 Day(s)	Time Adj. This Change: 70 Day(s)	Previously Approved CCO Time Adjustments: 97 Day(s)	Percentage Time Adjusted: (including this change) 56 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

A seventy (70) working day time extension and for additional costs associated with the removal of the temporary construction roads and contractor's yard on the project site.

The contract specified three (3) temporary construction roads to be constructed utilizing approximately 32,000 tons of 6-inch rock. The rock was intended to provide access to the work while mitigating environmental impacts and allowing irrigation water to flow through the project area. However, after the roadways were constructed it became apparent that the large rock was unstable and restricted both vehicle and foot access. To rectify this, Change Order No. 15 Supplement 0 provided for approximately 22,000 tons of Class 3 aggregate base to be placed on filter fabric on top of the 6-inch rock in order to provide a stable roadway surface for both vehicle traffic and safe foot access.

While CCO 15S0 provided for the installation of the aggregate base and filter fabric, the cost of its removal and added costs concerning the removal of the 6-inch rock, now contaminated with aggregate base and filter fabric, were deferred. Concurrent to the placement of the aggregate base, Change Order No. 6 was issued to resequence the installation of the seismic isolation bearings. The change order provided a 97 working day time extension that pushed the removal of the temporary construction roads, scheduled in the Fall of 2011, into the Winter of 2012.

Permit restrictions contained in the contract prohibit any ground disturbing activities, which would include removal of temporary roadways, between May 1 and September 30. The time extension granted under Change Order No. 6 pushed the planned removal of the temporary construction roads into the non-ground disturbance period. Accordingly, Change Order No. 6 deferred any costs or time impacts to the removal of the temporary construction roads due to the work being pushed into the non-ground disturbance period.

In order to mitigate project delays, the Department was able to obtain a waiver from the US Fish and Wildlife Service and the California Department of Fish and Game that allows for the removal of the temporary roadway during the non-ground disturbance period. However, the waiver contained the restriction that ground disturbing activities cannot occur during rain events, i.e., saturated ground conditions, which are anticipated to be prevalent through the winter months. The time extension provided under this change order includes these anticipated delays.

Based upon a forward looking time impact analysis, this change order will provide a 70 working day time extension to the contract that will extend the contract completion from March 21, 2012, to June 29, 2012. This delay stems from both the additional time required to remove the approximately 22,000 tons of aggregate base placed and the anticipated impacts to the roadway removal due to work being pushed into the non-ground disturbance period.

Compensation for time-related overhead (TRO) costs pertaining to the 70 working day time extension shall be paid in accordance with Section 10-1.20 "Time-Related Overhead" of the special provisions except that a reduced TRO rate of \$6,500 per working day shall be paid in lieu of the as-bid cost of \$20,000 per day. The contractor has agreed to this reduced rate, which more accurately reflects their anticipated costs based on the significant demobilization the project will have realized during the delay period.

The additional cost pertaining to the removal of the temporary construction roads includes both the cost of removing and disposing of the 22,000 tons of added aggregate base and additional trucking cost pertaining to off-hauling the originally placed 32,000 tons of 6-inch rock. The added off-haul cost of the 6-inch rock is the result of it being contaminated with the aggregate base and filter fabric which makes it less valuable to the recipient of the rock. The total added cost of the roadway

CONTRACT CHANGE ORDER MEMORANDUM

EA: 1A5214 CCO: 15 - 1

DATE: 1/17/2012 Page 2 of 2

removal will be \$479,000.

Additional Storm Water Pollution Prevention Plan (SWPPP) measures, extended bird monitoring, and extended project equipment and material costs resulting from the 70 working day contract extension, will also be required during the delay period.

Compensation for the additional cost of removing the temporary construction roads will be paid as adjustment of compensation at an agreed lump sum of \$479,000.00. Compensation for TRO costs will be paid as adjustment of compensation at agreed unit price at a cost of \$455,000.00, and the extended SWPP, bird monitoring and equipment costs will be paid as adjustment of compensation at agreed unit prices at a cost of \$266,000.00. The total change order cost of \$1,200,000.00 shall be funded from the contract's contingency fund. A detailed cost analysis is on file.

Maintenance concurrence is not required as this change doesn't affect any permanent roadway features.

CONCURRED BY:		ESTIMATE OF COST	
Construction Engineer:	Date	THIS REQUEST	TOTAL TO DATE
Bridge Engineer: David Tenorio	Date 1/17/12	ITEMS \$0.00	\$0.00
Project Engineer:	Date	FORCE ACCOUNT \$0.00	\$0.00
Project Manager:	Date	AGREED PRICE \$0.00	\$801,674.00
FHWA Rep.:	Date	ADJUSTMENT \$1,200,000.00	\$1,200,000.00
Environmental:	Date	TOTAL \$1,200,000.00	\$2,001,674.00
Other (specify):	Date	FEDERAL PARTICIPATION	
Other (specify):	Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By:	Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue Approve) By:	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature:	Date	FEDERAL FUNDING SOURCE	PERCENT

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 15	Suppl. No. 0	Contract No. 04 - 1A5214	Road CC, Sac-160- 0.8/1.3, L0.0/L1.3	FED. AID LOC.: NO FED AID
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To: CALIFORNIA ENGINEERING CONTRACTORS INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Unit Price:

Place and compact Class 3 Aggregate Base to a depth of 9", over built-up Temporary Construction Roadway #1, #2, and #3, and over 6" rock at Contractor's yard, and as directed by the Engineer.

Place and compact Class 3 Aggregate Base at the approach to the trestles #1, and #2, to grade the trestles to the existing roadway, as directed by the Engineer. Removal of Class 3 Aggregate Base will be addressed in a supplement to this contract change order.

For this work, the contractor shall receive and accept \$55 per cubic yard of compacted aggregate base. This sum constitutes full and complete compensation of furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

Estimated cost of Extra Work at Agreed Unit Price
\$55 per cubic yard x 12,081 cubic yard =\$664,455.00

Extra Work at Lump Sum:


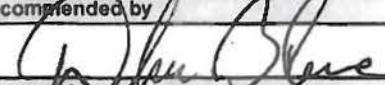
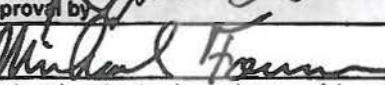
Place Temporary Roadway Fabric before placing Class 3 Aggregate Base as per this CCO. The removal of the temporary roadway fabric will be addressed in a supplement to this contract change order.

For this work, the contractor shall receive and accept the agreed lump sum of \$137,219. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, including all markups by reason of this change.

Estimated cost of Extra Work at Lump Sum\$137,219.00


Estimated Cost: Increase ☒ Decrease ☐ \$801,674.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by	
Signature 	Resident Engineer David Tenorio Date 8/10/11
Approval Recommended by	
Signature 	Construction Manager Douglas Coe Date 8-10-11
Engineer Approved by	
Signature 	Michael Forner Date 8-15-11

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by	
Signature 	(Print name and title) Saif Lodhi - VP Date 8/12/11

CONTRACT CHANGE ORDER MEMORANDUM

DATE: 2/19/2011 Page 1 of 1

TO: DOUG COE /

FILE: E.A. 04 - 1A5214

FROM: DAVID TENORIO

CO-RTE-PM CC,Sac-160-0.8/1.3,L0.0/L1.3

FED. NO. NO FED AID

CCO#: 15 SUPPLEMENT#: 0 Category Code: CISA

CONTINGENCY BALANCE (incl. this change) **\$1,027,671.50**COST: **\$801,674.00** INCREASE ☒ DECREASE ☐HEADQUARTERS APPROVAL REQUIRED? ☒ YES ☐ NOSUPPLEMENTAL FUNDS PROVIDED: **\$300,000.00**IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? ☒ YES ☐ NO**CCO DESCRIPTION:**

Place Additional Rock

PROJECT DESCRIPTION:

Bridge Seismic Retrofit

Original Contract Time:	Time Adj. This Change:	Previously Approved CCO Time Adjustments:	Percentage Time Adjusted: (including this change)	Total # of Unreconciled Deferred Time CCO(s): (including this change)
300 Day(s)	0 Day(s)	0 Day(s)	0 %	0

THIS CHANGE ORDER PROVIDES FOR:

Placing temporary roadway fabric and 9" Class 3 Aggregate Base over the existing Temporary Construction Roadway, and at contractor's yard.

The specified 6" rock for construction of the roadway and the yard for use of the contractor, is not stable. The rock does not compact and the surface is not even due to its large dimension. Accessing the work on foot presents a safety hazard and vehicles and equipment are getting stuck. Placement of the Class 3 aggregate base will correct this situation by providing a uniform compact surface.


The placement of the Class 3 aggregate base will be compensated as extra work at agreed unit price of \$55 per cubic yard for 12,081 cubic yards or \$664,455. The placement of fabric will be compensated as extra work at agreed lump sum of \$137,219. The total cost of the change will be \$801,674. Supplemental funds in the amount of \$300,000.00 have been provided in the project with detailed estimate of job cost under CONSTRUCTION ACCESS ROAD RESTORATION. The additional \$501,674 can be financed through the project contingency fund. A cost estimate is on file in the project records.

Removal of Class 3 Aggregate Base and temporary roadway filter will be paid for in a supplement to this contract change order.

Design Concurrence was given by District Branch Chief Sid Parwar on 08-26-10.

Maintenance concurrence is not required as the work doesn't affect any permanent roadway features.

There will be no adjustment to contract time as a result of this change because the controlling item of work will not be impacted.

CONCURRED BY:			ESTIMATE OF COST	
		Date	THIS REQUEST	TOTAL TO DATE
Construction Engineer:	William Howe	8/26/10	ITEMS	\$0.00
Bridge Engineer:	David Tenorio	8/26/10	FORCE ACCOUNT	\$0.00
Project Engineer:	Sid Parwar	8/26/10	AGREED PRICE	\$801,674.00
Project Manager:			ADJUSTMENT	\$0.00
FHWA Rep.:			TOTAL	\$801,674.00
Environmental:			FEDERAL PARTICIPATION	
Other (specify):			<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
Other (specify):			FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
District Prior Approval By:			<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
HQ (Issue Approve) By:			FEDERAL FUNDING SOURCE	PERCENT
Resident Engineer's Signature:				
		8/10/11		

CO: 6 Suppl. No. 0 Contract No. 04 - 1A5214 Road CC,Sac-160-0.8/1.3,L0.0/L1.3 FED. AID LOC.: NO FED AID

To: CALIFORNIA ENGINEERING CONTRACTORS INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

NOTE: This change order is not effective until approved by the Engineer.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Adjustment of Compensation at Agreed Lump Sum:

Perform the following work pertaining to the installation of the 82 EA friction pendulum bearings on the Antioch Bridge (Bridge No. 28-0009), as shown on sheets 5 of 8.

- 1) Fabricate and install at 6 locations longitudinal restrainer brackets as shown on Sheets No. 3 through 8 of this change order.
- 2) Install the friction pendulum bearings in accordance with the revised installation sequence as shown on Sheet No. 7 of this change order.

A determination of the delay in the completion of the Contract due to this change order has been made in accordance with Section 10-1.19, "Progress Schedule (Critical Path Method)," of the Contract Special Provisions and Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

The Contractor shall be granted a 97 working day time extension for these delays.

This change order resolves all project time impacts incurred prior to September 24, 2010, and no additional time extensions shall be granted through this date. Any delays associated with Change Order No. 7, with regard to the welding specification and mock up changes to the steel fabrication of the cross bracing at Piers 12 to 31 shall be considered concurrent with the delays incurred under this change order and no additional time extension shall be granted."

Provide compensation to the Contractor for additional costs associated with furnishing and installing the longitudinal restrainer brackets and installing the friction pendulum bearings in accordance with the revised installation sequence as provided for under this change order and for additional costs resulting from the 97 working day time extension granted under this change order. For these costs, the Contractor shall receive an agreed lump sum of \$1,321,668.00.

Adjustment of Compensation at Lump Sum Price\$1,321,668.00

Adjustment of Compensation at Agreed Unit Price:

In accordance with Section 10-1.20 "Time-Related Overhead" of the Contract Special Provisions, the lump sum price for Contract Bid Item No. 5, "Time-Related Overhead" shall be adjusted by \$20,000.00 per working day for each of the 97 working days granted under this change order.

Item 5 Time-Related Overhead:
97 days x \$20,000.00 per day (Increase 38.33%) = \$1,940,000.00

Except for costs specifically excluded herein, the compensation provided under this change order constitutes full compensation for all additional costs, including all markups, as a result of both the changes implemented under this change order and the 97 working day time extension granted under this change order. These costs include but are not limited to all additional direct and indirect labor, equipment and material costs including furnishing and installing the restrainer brackets.

The revisions to the friction pendulum bearings installation sequence, extended time-related overhead, extended storm water pollution prevention measures and extended land and marine based equipment. No additional compensation shall be paid for any impacts resulting from this change order except for those specifically excluded.

Any additional bird monitoring costs resulting from this change shall be compensated under Change Order No. 22.

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 6 Suppl. No. 0 Contract No. 04 - 1A5214 Road CC,Sac-160-0.8/1.3,L0.0/L1.3 FED. AID LOC.: NO FED AID

Any future costs or delays pertaining to Section 5-1.13 "Bird Protection" of the Contract Special Provisions that are incurred as a result of the changes or time extension provided under this change order are deferred.

Any future costs or delays to the removal of the access road on Sherman Island, due to the as-planned work being extended beyond the ground disturbing activity window (May 1 to September 30, 2011) as a result of the time extension granted under this change order, are deferred.

Estimated cost of Adjustment of Compensation at Agreed Unit Price\$1,940,000.00

Estimated Cost: Increase ☐ Decrease ☒ \$3,261,668.00

By reason of this order the time of completion will be adjusted as follows: 97 Days

Submitted by

Signature <i>William Howe</i>	Resident Engineer	William Howe	Date 02-10-11
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Approval Recommended by

Signature <i>Dale Coe</i>	Supervising Bridge Engineer	Douglas Coe	Date 02-24-11
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Engineer Approval by

Signature <i>Michael Fomer</i>	Principal Transportation Engineer	Mike Fomer	Date 3-7-11
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature <i>Stephen Banker</i>	(Print name and title) Stephen Banker, Project Manager	Date 3/3/2011
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 2/9/2011 Page 1 of 2

(DOUG COE /			FILE: E.A. 04 - 1A5214	
FROM: WILLIAM HOWE			CO-RTE-PM CC,Sac-160-0.8/1.3,L0.0/L1.3	
			FED. NO. NO FED AID	
CCO#: 6	SUPPLEMENT#: 0	Category Code: AXZZ	CONTINGENCY BALANCE (incl. this change) \$297,501.50	
COST: \$3,261,668.00		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
CCO DESCRIPTION: Bracket & Sequence of Bearings			PROJECT DESCRIPTION: Bridge Seismic Retrofit	
Original Contract Time: 300 Day(s)	Time Adj. This Change: 97 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 32 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

Installation sequencing and added restrainer brackets pertaining to the installation of seismic isolation bearings.

This project provides for the seismic retrofit of the Antioch Bridge. The retrofit will install 82 friction pendulum isolation bearings, install cross bracing between pier columns on piers 12 through 31, install a shear key system at four hinges and install column casings around the columns supporting the slab bridge (pier 41 to abutment 71).

As part of the isolation bearing installation, the contract called for all bearings to be restrained against displacement until all bearings are installed. After a review by the Department of Engineering Services (DES) of the potential stresses that the new bearing installation would have on the structure, it was determined that the bearings could damage the girder flanges due to thermal movement if all the bearings were restrained until the final bearing was installed. In order to reduce these stresses and eliminate the potential damage, DES has provided an installation sequencing that will be required to be followed. The sequencing involves skipping from pier to pier on each frame of the structure.

In addition, DES has also requested the installation of restrainer brackets at 6 locations in order to safeguard against bearing movement caused by "walking" downhill. This change order provides for the installation of these restrainer brackets along with the bearing installation sequencing.

Based upon a time impact analysis, the changes will result in a 97 working day delay to the contract. This delay stems from the sequencing requirement that will cause the contractor to leapfrog their operations from pier to pier in lieu of the as-planned linear installation allowed by the contract. Additional delay will also be incurred due to the added restrainer brackets with the last 2 locations affecting the controlling operation. The change order provides for a 97 working day time extension to compensate for these delays.

Compensation will be provided for the contractor's direct costs of sequencing the bearing installation and for furnishing and installing the restrainer brackets. Delay costs will also be compensated associated with the 97 day contract extension. These costs include extended land and marine based project equipment and extended storm water pollution prevention (SWPP) measures. Extended time related overhead (TRO) costs shall also be compensated in accordance with Section 10-1.20 "Time-Related Overhead" of the contract special provisions.

Compensation for the direct cost of the change and the extended project equipment and SWPP measures will be paid as an adjustment of compensation at an agreed lump sum of \$1,321,668.00. Compensation for extended TRO costs will be paid as an adjustment of compensation at agreed unit price at a cost of \$1,940,000.00. The total change order cost of \$3,261,668.00 shall be funded from the contract's contingency fund. A cost analysis is on file.

Any additional costs associated with bird monitoring which may be necessary to mitigate potential nesting impacts to the project due to the 97 day time extension shall be paid on a force account basis under the existing Change Order No. 22.

Potential impacts associated with the removal of an access road at the end of the project being pushed into a non-ground disturbance period and potential impacts that could be incurred due to bird nesting as a result of this delay are deferred. These impacts are anticipated to be minimal, however, they are unknown at this time.

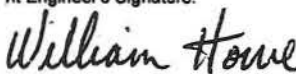
This change order was approved by the TBPOC at a cost not to exceed \$3,700,000.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CONTRACT CHANGE ORDER MEMORANDUM

EA: 1A5214 CCO: 6 - 0

DATE: 2/9/2011

Page 2 of 2

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date 11/30/10	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:	Douglas Coe	Date 11/30/10	ITEMS	\$0.00	\$0.00
Project Engineer:		Date	FORCE ACCOUNT	\$0.00	\$0.00
Project Manager:	Mo Pazooki	Date 11/30/10	AGREED PRICE	\$0.00	\$0.00
FHWA Rep.:		Date	ADJUSTMENT	\$3,261,668.00	\$3,261,668.00
Environmental:		Date	TOTAL	\$3,261,668.00	\$3,261,668.00
Other (specify):		Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue Approve) By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Contract Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT		
			<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>		
02-21-11					

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b2

Item - Consent Calendar – Contract Change Orders (CCOs)
YBITS1 CCO 33-S1 – Seismic Joints Type II (At W6RB,
W7LA) Installation

Recommendation:

APPROVAL

Cost:

YBITS1 CCO 33-S1: \$400,000

Schedule Impacts:

None

Discussion:

YBITS1 Change Order No. 033-S1 **in the amount of \$400,000** shall provide for the jobsite storage, installation, and additional modifications to the hinges for the modular joints at Hinges W6RB and W7LA of YBITS. CCO 33-S0 and CCO 33-S1 were approved by the TBPOC at the December 9, 2010 meeting at a cost not to exceed \$1,750,000 for all work associated with furnishing and installing modular deck joints for Hinges W6RB and W7LA in lieu of planned steel plate deck joints. CCO 33-S0 has since been issued at a cost of \$1,125,040 for the design and fabrication of the modular deck joints. This CCO provides for the storage and installation of the joints along with any additional field modifications required.

The total estimated cost for CCO 33-S0 and CCO 33-S1 is \$1,525,040 which falls within the \$1,750,000 approved for this work.

Risk Management:

The new SFOBB east span calls for 6 seismic joints to be installed on the YBITS1 contract and 2 on the SAS contract. An additional 7 joints are anticipated to be provided for the OTD1 contract under YBITS1. Funding of \$10,000,000 was approved for the contract in February of 2011 to provide for the modifications to the YBITS1 joints and the procurement of the OTD1 joints. This change order falls within the budgeted amount provided for this work. As such no risk management consideration is required.

Memorandum

Attachment(s):

1. Draft YBITS CCO 33-S1
2. Draft YBITS CCO 33-S1 Memo
3. YBITS1 CCO 33-S0 (History)

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO 33	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Force Account:

As authorized by the Engineer, and in accordance with Section 4-1.03D, "Extra Work", and Section 9-1.03, "Force Account Payment", of the Standard Specifications, and Section 5-1.17, "Force Account Payment", of the Special Provisions, provide all labor, equipment and materials necessary for the installation, jobsite storage, and further modifications to the hinge detail for the modular joints at Hinges W6RB and W7LA approved in Contract Change Order No. 33 S0 for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project Yerba Buena Island Transition Structures, Bridge Nos. 340006L/R.

Estimated cost of Extra Work at Force Account\$400,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$400,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Principal T.E. Mike Forner	Date
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Engineer Approval by

Signature	Principal T.E. Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/11/2012 Page 1 of 2

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
			FED. NO. NO FED AID	
CCO#: 33	SUPPLEMENT#: 1	Category Code: CHPT	CONTINGENCY BALANCE (incl. this change) \$61,305,877.20	
COST: \$400,000.00			INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Seismic Joints Type II @ KE, KW			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 9

THIS CHANGE ORDER PROVIDES FOR:

This change order provides for compensation to the Contractor for the installation, jobsite storage, and hinge detail modifications for the modular deck joints for Hinges W6RB and W7LA provided for in Contract Change Order No. 33 S0.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length.

Both the eastbound and westbound structures consist of two frames. The original contract plans called for steel deck plates with channel assemblies to function as seismic joints at the hinges between these frames. Since then, Contract Change Order No. 33 S0 substituted modular deck joints for the planned deck plate joints, and deleted the original contract item, which included installation. Contract Change Order No. 33 S0 covered furnishing and delivery, but not installation. This supplement to that change order provides for the installation, jobsite storage, and any further modifications to the hinge details.

The cost required to install the joints will be considerably higher than the as-planned plate joints. The plate joints were considerably lighter and called for two plates to be installed separately along each traffic lane. The modular joints, much heavier per meter in length, will be installed as one continuous unit across the twenty-six (26) meter width of the bridge. Additional modifications to the hinges are also required to provide for the revised seismic joint being installed.

Compensation for installation, jobsite storage, and hinge modifications for the two modular deck joints will be paid as Extra Work at Force Account for an estimated cost of \$400,000.00, which can be financed from the contract's contingency funds. A detailed cost analysis is on file in the project records.

The Toll Bridge Program Oversight Committee (TBPOC), in its December 9, 2010, meeting, approved an authorization of an amount not to exceed \$1.75 million for the work to provide modular deck joints for Hinges W6RB and W7LA in lieu of steel plate deck joints. Previously issued Contract Change Order No. 33 S0 (\$1,125,040.00) provided for the design and fabrication of the modular deck joints. This supplement for \$400,000.00 will complete the required work for a total of \$1,525,040.00, which is within the \$1.75 million allocated for this work.

No adjustment of contract time is warranted, as this change does not affect the controlling operation.

Maintenance concurrence will be required.

CONTRACT CHANGE ORDER MEMORANDUM

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date	THIS REQUEST	TOTAL TO DATE	
Bridge Engineer:	Mehran Ardakanian	Date	ITEMS	\$0.00	(\$450,000.00)
Project Engineer:	Bob Zandipour, Design	Date	FORCE ACCOUNT	\$400,000.00	\$400,000.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$0.00	\$1,575,040.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$400,000.00	\$1,525,040.00
Other (specify):	Lina Ellis, Str. Maintenance	Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue Approve) By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		

TBPOC MEETING OUTCOME
December 9, 2010, 10:00am – 1:00pm
Caltrans HQ, Director's Conference Room, 1120 N Street, Sacramento, CA

Topic	Presenter	Outcome
1. CHAIR'S REPORT	S. Heminger, BATA	Information
2. TBPOC/ ABF Discussion a. Self-Anchored Suspension (SAS) Superstructure Mitigation and Acceleration Update	PMT	Information
3. CONSENT CALENDAR a. TBPOC Meeting Minutes: 1) November 9, 2010 Meeting Minutes b. Draft Project Progress and Financial Update November 2010	A. Fremier, BATA A. Fremier, BATA	APPROVED APPROVED
c. Yerba Buena Island Transition Structures No. 1 Contract Change Order No. 33-So & S1 (Modular Seismic Joints), Not to exceed \$1,750,000.00	D. Noel, CTC	APPROVED
4. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES a. Yerba Buena Island Transition Structures No. 1 1) Update b. Oakland Touchdown No. 2 1) Detour and Staging Concept Update c. Bicycle-Pedestrian Access to Yerba Buena Island	T. Anziano, CT B. Maroney, CT B. Maroney, CT/ S. Hulsebus, CT	Information APPROVED* Information
5. ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES a. Updates b. Antioch Bridge Contract Change Order No. 6 (Bearings and Restrainers), Not to exceed \$3.7M	M. Forner, CT M. Forner, CT	Information APPROVED
6. OTHER BUSINESS		

*Although presented as an informational item, the TBPOC approved a request to spend an amount not to exceed \$10M for the Temporary OTD Detour (TOTDD), conditional upon the following being presented to the TBPOC at the Feb 2011 meeting: (1) scope, schedule and budget; (2) updated information on utility relocation, right-of-way, permit elements, etc. (see mtg min); and (3) refinement of the TOTDD Communications Plan.

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 33	Suppl. No. 0	Contract No. 04 - 012054	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Provide for the following changes pertaining to the seismic joints at Hinges W7LA and W6RB of the Yerba Buena Island Transition Structure (Br. No. 34-0006 L/R):

- 1) Eliminate the planned steel deck plate joints (Seismic Joint (Type II)).
- 2) Furnish and install modular joints and modify the hinge details accordingly as specified on Sheets No. 3 through 12 of this change order and as shown on Sheets No. 13 through 25 (Revised Contract Plan Sheets No. 551, 552, 587, 660 through 666, 685, 695 and 696 of 806) of this change order.

Seismic Joint (Type II) details, as shown on Contract Plan Sheets No. 697 through 705, shall not apply to the modular joints pertaining to this change order.

Estimate of Decrease in Contract Item at Contract Price:

Item No. 105: SEISMIC JOINT (HINGE W7LA)	
-1 LS (-100.00%) @ \$225,000.00 /LS	= -\$225,000.00 (-100.00%)
Item No. 108: SEISMIC JOINT (HINGE W6RB)	
-1 LS (-100.00%) @ \$225,000.00 /LS	= -\$225,000.00 (-100.00%)

Estimated total cost for Decrease in Contract Item.....(\$450,000.00)

(No adjustment for eliminated bid item clause)

Extra Work at Lump Sum:

Provide compensation to the Contractor for all costs associated with furnishing the modular joints for Hinges W7LA and W6RB as specified under this change order.

For the costs, the Contractor shall be compensated an agreed lump sum of \$1,575,040.00 which constitutes full and final compensation, including all markups, for all additional costs incurred in furnishing the modular joints as defined by this change order.

Compensation provided under this change order includes all costs associated with the design and fabrication of the modular joint seal assemblies including submittal of working drawings, proof testing of assemblies (including components of assemblies), inspection and installation consultation by a qualified representative of the manufacturer at the job-site during installation of all assemblies, final inspection by the manufacturer of installed assemblies, quality control for final products and the product warranty as specified under this change order. Compensation also includes the transporting of the joints to the project site.

Except for the inspection and installation consultation required to be provided by the joint manufacturer as specified under this change order, any costs pertaining to the installation and jobsite storage of the modular joints and any costs associated with the modifications to the hinge details provided under this change order shall be deferred and shall be provided under a supplemental change order.

There shall be no reduction in compensation, as defined under Section 55-4.02 "Payment" of the Contract Standard Specifications, for additional shop inspection expenses sustained by the State should any modular joint fabrication shop be located more than 480 air line kilometers or 4,800 air line kilometers from Sacramento and Los Angeles.

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 33	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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Estimated cost of Extra Work at Lump Sum\$1,575,040.00

Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

Estimated Cost: Increase ☒ Decrease ☐ \$1,125,040.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by		
Signature <i>Rajesh Oberoi</i>	Resident Engineer Rajesh Oberoi, Senior R.E.	Date 12/21/10
Approval Recommended by		
Signature <i>Mike Fomer</i>	Principal T.E. Mike Fomer	Date 12/21/2010
Engineer Approval by		
Signature <i>Mike Fomer</i>	Principal T.E. Mike Fomer	Date 2/9/11

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature <i>Edmund A. Puchi</i>	(Print Name and title) Edmund A. Puchi - Treasurer	Date 11-20-11
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MINIA - DEPARTMENT OF TRANSPORTATION
NET CHANGE ORDER MEMORANDUM

HISTORY
 COPY

DATE: 11/29/2010 Page 1 of 2

Deanna Vilcheck, ACM / <i>DV</i>			FILE: E.A. 04 - 0120S4	
FROM: Rajesh Oberoi, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
			FED. NO. NO FED AID	
CCO#: 33	SUPPLEMENT#: 0	Category Code: CHPT	CONTINGENCY BALANCE (incl. this change) \$23,606,475.00	
COST: \$1,125,040.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: W7LA & W6RB Seismic Joints			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: DEF Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 7

THIS CHANGE ORDER PROVIDES FOR:

The substitution of modular deck joints in lieu of the planned steel plate deck joints at two hinges of the mainline structure.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length.

Both the eastbound and westbound structures consist of 2 frames. The contract plans call for the steel deck plates with channel assemblies to function as seismic joints at the hinges between these frames. These deck plates consist of a cover plate attached to one end of the hinge, a deck plate attached adjacent to the cover plate that spans the hinge and a support plate with is attached to the other side of the hinge which supports the free end of the deck plate.

Mike Whiteside the YBI Coordination Engineer has issued a request to substitute modular deck joints for the planned deck plate joints This change order provides for the requested substitution.

The modular deck joints will consist of 11 steal separation beams each spanning the 26 meter width of the bridge with the gaps between these beams sealed with a continuous advanced neoprene or similar material. Fabrication costs associated with these joints are considerably higher than the as-planned plate joints. Fabrication costs include the design of the joint which will be based off of the plans and specification provided and approved by the engineer through the shop drawing process.

Installation of the joints shall also be considerably higher than the as-planned plate joint. The plate joints were considerably lighter and called for two plates to be installed separately along each traffic lane. The modular joints, much heavier per meter in length, will be installed as one continuous unit across the 26 meter width of the bridge. Additional modifications to the hinges are also required to provide for the revised seismic joint being installed.

The as-planned plate deck joints shall be accounted for by eliminating the 2 lump sum contract bid items providing for furnishing and installing these joints resulting in a credit of \$450,000.00. Compensation for furnishing the 2 modular deck joints will be paid as extra work at an agreed lump sum of \$1,575,040.00. The net change order cost of \$1,125,040.00 shall be financed from the contract's contingency funds. A detailed cost analysis is on file.

Any costs pertaining to the installation and jobsite storage of the modular joints and any costs associated with the modifications to the hinge details provided under this change order shall be deferred and shall be provided under a supplement to this change order. These costs are anticipated not to exceed \$600,000.

This change order was approved by the Toll Bridge Program Oversight Committee at their December 9, 2010 meeting.

Adjustment of contract time is deferred as the work may affect the controlling operation.

CONCURRED BY:		ESTIMATE OF COST	
Construction Engineer: Rajesh Oberoi	Date 2/8/11	THIS REQUEST	TOTAL TO DATE
Bridge Engineer: <i>for</i> Mehran Ardakanian	Date 2/9/11	ITEMS (\$450,000.00)	(\$450,000.00)
Project Engineer:	Date	FORCE ACCOUNT \$0.00	\$0.00
Project Manager: KEN TERPSTRA	Date 02/14/11	AGREED PRICE \$1,575,040.00	\$1,575,040.00
FHWA Rep.:	Date	ADJUSTMENT \$0.00	\$0.00
Environmental:	Date	TOTAL \$1,125,040.00	\$1,125,040.00
Other (specify): BILL ZANETICH	Date 02/15/11	FEDERAL PARTICIPATION	
Other (specify): MIKE WHITESIDE	Date 02/15/11	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By:	Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue/Approve) By: Larry Salhaney	Date 12/13/10	<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature: <i>Rajesh Oberoi</i>	Date 2/8/11	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____	

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b3
Item - Consent Calendar – Contract Change Orders (CCOs)
YBITS1 CCO 76-S2 – Hinge EE, EW, FE, & FW Seismic Joints

Recommendation:
APPROVAL

Cost:
YBITS1 CCO 76-S2: \$600,000

Schedule Impacts:
N/A

Discussion:

YBITS1 Change Order No. 076-S2 **in the amount of \$600,000** shall provide for the jobsite storage and installation of the modular seismic joints at Hinges EE, EW, FE, and FW of the completed Oakland Touchdown 1 structure. The TBPOC, at the September 8, 2011, meeting, approved a cost not to exceed \$3,000,000 for all work associated with planning, furnishing, and installing the modular seismic joints. CCO 76-S0 was issued at a cost of \$180,000 to investigate the condition of seismic joints at the existing structure and to fabricate and test mock-up seismic joints and other work as ordered by the Engineer. CCO 76-S1 was subsequently issued at a cost of \$1,942,203 to fabricate the 4 modular seismic joints and furnish the joints to the project site. CCO 76-S2 will provide for the jobsite storage and installation of the furnished joints.

The total estimated combined cost for CCO No. 076-S0, 076-S1, and CCO 076-S2 is \$2,722,203 which falls within the \$3,000,000 approval for this work.

Risk Management:

The new SFOBB east span calls for 6 seismic joints to be installed on the YBITS1 contract and 2 on the SAS contract. An additional 7 joints are anticipated to be provided for the OTD1 contract under YBITS1. Funding of \$10,000,000 was approved for the contract in February of 2011 to provide for the modifications to the YBITS1 joints and the

Memorandum

procurement of the OTD1 joints. This change order falls within the budgeted amount provided for this work. As such no risk management consideration is required.

Attachment(s):

1. Draft YBITS CCO 076-S2
2. Draft YBITS CCO 076-S2 Memo
3. YBITS1 CCO 076-S0 (History)
4. YBITS1 CCO 076-S1 (History)

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO 76	Suppl. No. 2	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Force Account:

As authorized by the Engineer, and in accordance with Section 4-1.03D, "Extra Work" and Section 9-1.03, "Force Account Payment", of the Standard Specifications, and Section 5-1.17, "Force Account Payment", of the Special Provisions, provide all labor, equipment and materials necessary for the jobsite storage of the modular seismic joints at Hinges EE, EW, FE and FW; and for the installation of these joints at Hinges EE, EW and FW; for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Bridge Nos. 340006L/R. Work shall be in accordance with plans and specifications provided with Contract Change Order No. 76, Supplement No. 1.

Estimated Cost of Extra Work at Force Account = \$600,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$600,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Principal T.E. Mike Forner	Date
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Engineer Approval by

Signature	Principal T.E. Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/11/2012 Page 1 of 2

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID				
CCO#: 76	SUPPLEMENT#: 2	Category Code: CHXX	CONTINGENCY BALANCE (incl. this change) \$60,705,877.20	
COST: \$600,000.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Hinge EE,EW,FE,FW Seismic Joints			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 9

THIS CHANGE ORDER PROVIDES FOR:

This change order provides for compensation to the Contractor for the jobsite storage of four modular seismic joints for Hinges EE, EW, FE and FW provided in Contract Change Order No. 076, Supplement No. 1; and for the installation of these joints at Hinges EE, EW and FW.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length.

Mike Whiteside the YBI Coordination Engineer issued a request to procure four modular seismic joints for the Oakland Touchdown Structure (OTD). The OTD structure is located at the eastern approach to the new SFOBB east span. The four joints were deleted from the Oakland Touchdown 1 contract due to redesign issues and will now be procured and installed under the YBITS1 contract. Contract Change Order No. 076, Supplement No. 1, provided for the procurement of these joints. This supplement is to provide for the installation of the joints.

The modular deck joints will consist of steel separation beams each spanning the 25 meter width of the bridge with the gaps between these beams sealed with a continuous advanced neoprene or similar material. Fabrication costs include the design of the joint which will be based off of the plans and specification provided and approved by the Engineer through the shop drawing process.

Compensation for the installation and jobsite storage of the four modular joints will be paid as Extra Work at Force Account for an estimated cost of \$600,000.00, which can be financed from the project contingency funds. A detailed cost analysis is on file in the project records.

The Toll Bridge Program Oversight Committee (TBPOC), in its September 8, 2011, meeting, approved an authorization of an amount not to exceed \$3 million for the work to provide and install these joints. Previously issued Contract Change Order Nos. 76 (\$180,000.) and 76 Supplement No. 1 (\$1,942,203.) provided for preliminary preparation and fabrication for these joints. This supplement for \$600,000 will complete the required work for a total of \$2,722,203, which is within the \$3 million allocated for this work.

No adjustment of contract time is warranted as the work will not affect the controlling operation.

Maintenance concurrence is not required, as this doesn't affect any permanent roadway features.

CONTRACT CHANGE ORDER MEMORANDUM

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:	Mehran Ardakanian	Date	ITEMS	\$0.00	\$0.00
Project Engineer:	Bob Zandipour, Design	Date	FORCE ACCOUNT	\$600,000.00	\$780,000.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$0.00	\$1,942,203.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$600,000.00	\$2,722,203.00
Other (specify):		Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue Approve) By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

TBPOC MEETING OUTCOME September 8, 2011 2:30pm – 5:00pm Mission Bay Office, 325 Burma Road, Oakland

Topic	Presenter	Outcome
1. CHAIR'S REPORT	S. Heminger, BATA	Information
2. CONSENT CALENDAR		
a. TBPOC Meeting Minutes:	A. Fremier, BATA	APPROVED
1) August 3, 2011 Conference Call Minutes		
b. Contract Change Orders (CCOs):	D. Noel, CTC	APPROVED
1) SAS CCO 73 (Bike Path Conduit Modifications), not to exceed \$1,600,000		
2) SAS CCO 179 (Skyway Bike Path Railing Modifications – For Information Only – Final), \$3,065,595		
3) YBITS No. 1 CCO 1-S3 (Maintain Traffic on Macalla Road), \$1,500,000		
4) YBITS No. 1 CCO 76-S1 (OTD Seismic Expansion Joints), not to exceed \$3,000,000		
5) YBITS No. CCO 100-S0 (\$1,767,613) & S1 (not to exceed \$500,000), (Hinge K Seismic Expansion Joints)		
c. 2012 TBPOC Meeting Calendar	A. Fremier, BATA	APPROVED
3. PROGRAM ISSUES		
a. Yerba Buena Island Ramps	T. Anziano, CT	Information
b. SFOBB West Span Pathway Project Initiation Document (PID) Update	P. Lee, BATA	Information
c. Gateway Park Transportation Enhancements (TE) Funding Application	S. Maller, CTC	Information
4. PROGRESS REPORTS		
a. TBSRP Second Quarter 2011 Risk Management Update	J. Tapping, CT	Information
b. Project Progress and Financial Update August 2011	P. Lee, BATA	APPROVED
5. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES		
a. Self-Anchored Suspension (SAS) Span		
1) Update	T. Anziano, CT	Information
b. Yerba Buena Island Transition Structure (YBITS) No. 1		
1) Update	T. Anziano, CT	Information
2) Hinge K Update	T. Anziano, CT	Information

TBPOC MEETING OUTCOME
September 8, 2011 2:30pm – 5:00pm
Mission Bay Office, 325 Burma Road, Oakland

Topic	Presenter	Outcome
c. YBITS No. 2/ Demolition Contract 1) Update	B. Maroney, CT	Information
d. Oakland Touchdown (OTD) No. 2 1) Plans, Specifications and Estimates (PS&E)	P. Lee, BATA	APPROVED
6. ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES a. Update	M. Forner, CT	Information
7. SAN MATEO-HAYWARD BRIDGE RETROFIT REHABILITATION UPDATE a. Update	M. Pazooki, CT	Information
8. OTHER BUSINESS		

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO 76	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: **M C M CONSTRUCTION INC**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Force Account:

Compensate the Contractor for costs incurred to investigate the condition of existing seismic joints EE, EW, FE, FW and Abutment 23L of the existing Skyway and Oakland Touchdown structures and as directed by the Engineer.

Work will include conducting surveys and tests for any improvements of existing joints, fabricating and testing mock-up seismic joints, removing existing temporary pavement, steel plates and slabs. Work will also include maintaining, repairing or replacing portions of the existing bridge structures, traffic markers, barriers and barricades, temporary pavement, steel plates, slabs and other items as directed by the engineer.

Estimated cost of Extra Work at Force Account\$180,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$180,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Signature	Resident Engineer William Howe, Senior R.E.	Date 06/13/2011
Signature	Area Construction Manager Deanna Vilcheck	Date 7/5/11
Signature	Area Construction Manager Deanna Vilcheck	Date 7/5/11

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Signature	(Print name and title) Edmund A. Pechi - TREASURER	Date 6-21-2011
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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CONTRACT CHANGE ORDER MEMORANDUM

HISTORY COPY

DATE: 6/8/2011 Page 1 of 1

TO: Deanna Vilcheck, ACM / <i>DV</i>		FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.		CO-RTE-PM SF-80-12.7/13.2	
		FED. NO. NO FED AID	
CCO#: 76	SUPPLEMENT#: 0	Category Code: CHXX	CONTINGENCY BALANCE (incl. this change) \$68,770,755.50
COST: \$180,000.00		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Investigation Work for seismic joints		PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %
			Total # of Unreconciled Deferred Time CCO(s): (including this change) 8

THIS CHANGE ORDER PROVIDES FOR:

Costs incurred to investigate the condition of existing seismic joint EE, EW, FE, FW and Abutment 23L of the existing Skyway and Oakland Touchdown structures and as directed by the Engineer.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges, which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel.

As part of YBITS-1 contract CCO 013 S0 was issued to the contractor revising the projects limits to encompass the limits between the yerba buena Island (YBI) tunnel to the San Francisco Oakland Bay Bridge (SFOBB) toll Plaza along the Route 80 corridor in Sanfrancisco and Alameda counties. The project limits were revised in order for the Contractor to perform anticipated additional work within the extended limits.

This change is requested by Mike Whiteside, Toll Bridge Design , As part of this change the department directs the contractor to conduct surveys and tests for any improvements of existing joints on the Skyway and Oakland Touchdown structures. This work includes fabrication and test mock-up of seismic joints, removal of existing temporary pavement, steel plates and slabs and also maintaining existing bridge structure which includes maintaining or replacing traffic markers, barriers and barricades, temporary pavement and other items as directed by the engineer.

Compensation for this work shall be paid as extra work at force account. This CCO provides funding for an estimated cost of \$180,000. This will be funded from the project's contingency fund. A cost analysis is on file.

No adjustment of contract time is warranted, as this change will not affect the controlling operation.

Maintenance concurrence is not required, as this doesn't affect any permanent roadway features.

CONCURRED BY:		ESTIMATE OF COST	
Construction Engineer: William Howe <i>[Signature]</i> Date 6/13/11		THIS REQUEST	TOTAL TO DATE
Bridge Engineer: Mehran Ardakanian <i>[Signature]</i> Date 6/13/11		ITEMS \$0.00	\$0.00
Project Engineer: JOHN VOZUMI <i>[Signature]</i> Date 6/10/11		FORCE ACCOUNT \$180,000.00	\$180,000.00
Project Manager: KEN TERPSTRA <i>[Signature]</i> Date 07/05/11		AGREED PRICE \$0.00	\$0.00
FHWA Rep.: Date		ADJUSTMENT \$0.00	\$0.00
Environmental: Date		TOTAL \$180,000.00	\$180,000.00
Other (specify): Date		FEDERAL PARTICIPATION	
Other (specify): Date		<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By: Date		FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue Approve) By: Date		<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature: <i>[Signature]</i> Date 6/13/11		FEDERAL FUNDING SOURCE	PERCENT

CONTRACT CHANGE ORDER

Change Requested by: Engineer

**HISTORY
COPY**

CCO 76	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Furnish the modular seismic joints at Hinges EE, EF, FE and FW of the Oakland Touchdown Structure (Br. No. 34-0006 L/R) as specified on Sheets No. 2 through 11 of this change order and as shown on Sheets No. 12 through 21 (Contract Plan Sheets No. 790DS through 790MS of 806) of this change order.

Extra Work at Lump Sum:

Provide compensation to the Contractor for all costs associated with furnishing the modular joints for Hinges EE, EF, FE and FW as specified under this change order.

For these costs, the Contractor shall be compensated an agreed lump sum of \$1,942,203.00 which constitutes full and final compensation, including all markups, for all additional costs incurred in furnishing the modular joints as defined by this change order.

Compensation provided under this change order includes all costs associated with the design and fabrication of the modular joint seal assemblies including submittal of working drawings, quality control plan and inspection and proof testing as specified under this change order. Compensation also includes the transporting of the joints to the project site.

Any costs pertaining to the installation and jobsite storage of the modular joints, including inspection and installation consultation by a qualified representative of the manufacturer at the job-site, shall be deferred and shall be provided under a supplemental change order.

There shall be no reduction in compensation, as defined under Section 55-4.02 "Payment" of the Contract Standard Specifications, for additional shop inspection expenses sustained by the State should any modular joint fabrication shop be located more than 480 air line kilometers or 4,800 air line kilometers from Sacramento and Los Angeles.

Cost of Extra Work at Lump Sum\$1,942,203.00

Estimated Cost: Increase ☒ Decrease ☐ \$1,942,203.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature <i>William Howe</i>	Resident Engineer William Howe, Senior R.E.	Date 10-12-11
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Approval Recommended by

Signature <i>Mike Forner</i>	Principal T.E. Mike Forner	Date 10-12-11
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Engineer Approval by

Signature <i>Mike Forner</i>	Principal T.E. Mike Forner	Date 10/30/11
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature <i>Edmund A. Puchi</i>	(Print name and title) Edmund A. Puchi - Treasurer	Date 11-21-2011
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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CONTRACT CHANGE ORDER MEMORANDUM

**HISTORY
COPY**

DATE: 8/22/2011 Page 1 of 2

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
			FED. NO. NO FED AID	
CCO#: 76	SUPPLEMENT#: 1	Category Code: CHXX	CONTINGENCY BALANCE (incl. this change) \$90,488,248.19	
COST: \$1,942,203.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Hinge EE, EW, FE & FW Seismic Joints			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 9

THIS CHANGE ORDER PROVIDES FOR:

The procurement of 4 modular seismic joints for the Oakland Touchdown Structure.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length.

Mike Whiteside the YBI Coordination Engineer has issued a request to procure 4 modular seismic joints for the Oakland Touchdown Structure (OTD). The OTD structure is located at the eastern approach to the new SFOBB east span. The 4 joints were deleted from the Oakland Touchdown 1 contract due to redesign issues and will now be procured and installed under the YBITS1 contract. The original Change Order No. 76 was issued for \$180,000 as extra work at force account to support the Engineer in investigating the as-built condition of the joint block outs. This change order provides for the procurement of these joints based on the completed design.

The modular deck joints will consist of steel separation beams each spanning the 25 meter width of the bridge with the gaps between these beams sealed with a continuous advanced neoprene or similar material. Fabrication costs include the design of the joint which will be based off of the plans and specification provided and approved by the engineer through the shop drawing process.

Compensation for furnishing the 4 modular joints will be paid as extra work at an agreed lump sum \$1,942,203.00 which shall be financed from the contract's contingency funds. A detailed cost analysis is on file.

Any costs pertaining to the installation and jobsite storage of the modular joints are deferred and shall be provided under a supplement to this change order. The total cost of this change including the original change order, this supplement and all future supplements concerning the installation of the fabricated joint is anticipated not to exceed \$3,000,000.

The work of furnishing and installing the 4 joints being furnished under this change order was approved by the Toll Bridge Program Oversight Committee (TBPOC) on September 8, 2011 for a cost not to exceed \$3,000,000. This change order falls within the budget established for this work as approved by the TBPOC.

No adjustment of contract time is warranted as the work will not affect the controlling operation.

CONTRACT CHANGE ORDER MEMORANDUM

CONCURRED BY:		ESTIMATE OF COST	
Construction Engineer: William Howe	Date 10-11-11	THIS REQUEST	TOTAL TO DATE
Bridge Engineer: Mehran Ardakanian	Date 10/30/11	ITEMS	\$0.00
Project Engineer: Bob Zandipour, Design	Date 12-1-11	FORCE ACCOUNT	\$0.00
Project Manager: Ken Terpstra	Date 12-1-11	AGREED PRICE	\$1,942,203.00
FHWA Rep.:	Date	ADJUSTMENT	\$0.00
Environmental:	Date	TOTAL	\$1,942,203.00
Other (specify):	Date	FEDERAL PARTICIPATION	
Other (specify):	Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By:	Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue Approve) By:	Date	<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature:	Date	FEDERAL FUNDING SOURCE	PERCENT
William Howe	10-11-11		

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b4

Item - YBITS1 Contract – CCO 529-S1 Oakland Detour Westbound
Structure – Bridge Superstructure

Recommendation:

APPROVAL

Cost:

YBITS1 CCO 529-S1: \$1,687,328

Schedule Impacts:

N/A

Discussion:

CCO 529-S1 in the amount of \$1,687,328 will provide for the construction of the westbound bridge superstructure of the Oakland Detour. The work includes the installation of bar reinforcing steel, the placement of concrete for the bridge superstructure, the installation of joint seals, the construction of concrete barrier, and other work as required to complete the bridge structure. CCO 529-S0 provided for the construction of the westbound substructure items for the Oakland Detour.

CCO No. 529-S0 was originally approved by the TBPOC at the June 02, 2011 meeting at a cost not to exceed \$8,000,000 for all work associated with constructing the westbound structure for the Oakland Detour. The current scope of that approved amount has now been split into multiple CCOs, as outlined in the table below:

Item Description	Approved Budget June 2, 2011	Current Estimate January 20, 2012	Finalized CCO Amount
CCO 529-S0, WB Substructure	\$3,200,000	\$2,968,027	\$2,968,027
CCO 540-S0, WB Erect Structural Steel	\$ 320,000	\$1,769,910	\$1,769,910
CCO 539-S0, WB Furnish	\$ 270,000	\$ 500,000	\$ 500,000

Memorandum

Structural Steel Structural Steel			
CCO 539-S1, WB Structural Steel Modifications (Plan Sheets)	\$ 0	\$ 0	\$ 0
CCO 539-S2, WB Furnish Structural Steel – Additional Funds	\$ 0	\$ 800,000	\$ 800,000
CCO 538-S0, WB Bridge Demolition Plan	\$ 0	\$ 50,000	\$ 50,000
CCO 529-S1, WB Superstructure	\$2,310,000	\$1,687,328	\$1,687,328
CCO 557-S0, WB Bridge Demolition	\$1,900,000	\$1,900,000	Not final
Estimated Total	\$8,000,000	\$9,675,265	Not final

The total estimated final cost for all westbound structure work as listed above is \$9,675,265. As this amount exceeds the not-to-exceed amount of \$8.0 million approved on June 2, 2011, this CCO is being submitted for approval.

Risk Management:

While the current estimate of \$9,675,265 to construct and demolish the WB structure exceeds the \$8,000,000 approved on June 02, 2011, the total budget for the OTD Detour is still estimated to fall within the \$51,000,000 construction budget (of \$83M total budget) approved by the TBPOC on February 3, 2011 for the detour. As such no risk management consideration is required.

Attachment(s):

1. Draft YBITS CCO 529-S1
2. Draft YBITS CCO 529-S1 Memo

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 529	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Construct the Oakland Touchdown Detour Westbound Structure Bridge Superstructure in accordance with the attached drawings (Sheets 3 through 34 of this change order) and contract drawings issued with Contract Change Order No.s 539-S0 and 539-S1 for the San Francisco-Oakland East Span Seismic Safety Project Oakland Touchdown Detour, Bridge No. 33-25:

The contract plan sheets reflecting this change are: 123 through 141, 166,167, and 169 through 179 of 210.

Extra Work at Unit Price:

1 Structural Concrete, Bridge	1 LS @\$1,102,470 = \$1,102,470
2 Structural Concrete, Approach Slab	1 LS @\$37,940 = \$37,940
3 Bar Reinforcing Steel (Bridge)	1 LS @\$467,832 = \$467,832
4 Drill and Bond Dowel	1 LS @\$16,650 = \$16,650
5 Joint Seal (Type MR 15MM and Type MR 30MM)	1 LS @\$10,066 = \$10,066
6 Concrete Barrier (Type 736)	1 LS @\$ 52,370 = \$52,370

Estimated cost of Extra Work at Agreed Unit Price\$1,687,328.00

All costs associated with furnish, erecting, adjusting, and removing all falsework required to perform the work associated with this change order is included in the agreed price and no separate payment shall be made.

Work associated with the demolition of the existing westbound bridge superstructure and substructure is not included in this change order. All demolition work associated with the westbound bridge structure including pedestal, curbs, and railing removals as shown on Contract Plan Sheet Nos. 139, 140, and 141 of 210 shall be included in separate change orders.

The agreed unit prices do not include lane closures or traffic control, which will be paid under a separate change order.

The agreed prices do not include providing or installing Barrier Rail (Type K), or supports for light posts, which will be paid for under separate change orders.

The agreed price for Structural Concrete, Approach Slab includes geocomposite drains, plastic pipe, filter fabric, TPB, and all associated work as shown on Contract Plan Sheet Nos. 137 and 138 of 210.

The agreed prices include all labor, equipment and material as required. The agreed prices constitute full payment, including all markups, for this change.

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 529	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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Estimated Cost: Increase ☒ Decrease ☐ \$1,687,328.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Construction Manager Mike Forner	Date
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/11/2012 Page 1 of 2

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID				
CCO#: 529	SUPPLEMENT#: 1	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$64,277,171.00	
COST: \$1,687,328.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: OTDD- WB Bridge Superstructure			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

This change order provides compensation to the contractor for costs to construct the Oakland Touchdown Detour Westbound Structure Bridge Superstructure in accordance with the contract plan sheets (Sheets 3 through 34 of the change order) and contract drawings issued with Contract Change Order No.s 539-S0 and 539-S1. Work elements include the installation of bar reinforcing steel, the placement of concrete for the bridge superstructure, the installation of joint seals, the construction of concrete barrier, and other work as required to complete the bridge structure.

This contract calls for the construction of the Yerba Buena Island Transition structures of the east span of the new San Francisco Oakland Bay Bridge (SFOBB). In a memo dated October 3, 2010, the Deputy Toll Bridge Program Manager recommended to the Toll Bridge Program Oversight Committee (TBPOC) that the Temporary OTD Eastbound Detour be done under Contract Change Orders (CCO's). This recommendation was approved by the TBPOC in their October 7, 2010 meeting. Subsequently, a Contract Change Order Implementation Strategy for \$51.5 Million was prepared and approved by the TBPOC in their February 3, 2011 meeting. Consistent with the Implementation Strategy, CCO No. 529 was specifically approved for a not-to-exceed amount of \$8.0 Million by the TBPOC in their June 2, 2011 meeting.

Elements of work excluded from this change order include traffic control and demolition of the existing superstructure and substructure.

Compensation for the work associated with constructing the superstructure for the westbound Oakland Touchdown Detour structure shall be paid at agreed lump sum. This change order provides funding for an estimated cost of \$1,687,328. This will be funded from the project's contingency fund. A detailed cost analysis is on file.

No adjustment of contract time is warranted, as this change will not affect the controlling operation.

This change was requested by Mike Whiteside, Branch Chief, Office of Toll Bridge design, on July 11, 2011.

Maintenance concurrence is required.

CONTRACT CHANGE ORDER MEMORANDUM

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date		THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Gary Lai	Date	ITEMS	\$0.00	\$0.00
Project Engineer:	Charles Ho	Date	FORCE ACCOUNT	\$0.00	\$0.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$1,687,328.00	\$4,655,355.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$1,687,328.00	\$4,655,355.00
Other (specify):	Lina Ellis, Str. Maintenance	Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue/Approve) By:	Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b5
 Item - Consent Calendar - Contract Change Orders (CCOs)
 YBITS1 CCO 539-S2 Oakland Detour Westbound Structure –
 Additional Funds to Furnish Structural Steel

Recommendation:
APPROVAL

Cost:
 YBITS1 CCO 539-S2: \$800,000

Schedule Impacts:
 N/A

Discussion:
 CCO 539-S2 **in the amount of \$800,000** will provide for furnishing additional structural steel for the new Oakland Detour. The steel will provide additional bracing and provide for the transfer of loads from onto the new support walls of the detour. CCO 539-S0 included structural steel plan sheets for the detour along with compensation for furnishing that steel. CCO 539-S1 provided revised plan sheets with additional structural steel elements. CCO 539-S2 will provide additional compensation to furnish the additional steel.

CCO No. 529-S0 was originally approved by the TBPOC at the June 02, 2011 meeting at a cost not to exceed \$8,000,000 for all work associated with constructing the westbound structure for the Oakland Detour. The current scope of that approved amount has now been split into multiple CCO's, as outlined in the table below:

Item Description	Approved Budget June 2, 2011	Current Estimate January 20, 2012	Finalized CCO Amount
CCO 529-S0, WB Substructure	\$3,200,000	\$2,968,027	\$2,968,027
CCO 540-S0, WB Erect Structural Steel	\$ 320,000	\$1,769,910	\$1,769,910
CCO 539-S0, WB Furnish	\$ 270,000	\$ 500,000	\$ 500,000

Memorandum

Structural Steel Structural Steel			
CCO 539-S1, WB Structural Steel (Revised Plan Sheets)	\$ 0	\$ 0	\$ 0
CCO 539-S2, WB Furnish Structural Steel – Additional Funds	\$ 0	\$ 800,000	\$ 800,000
CCO 538-S0, WB Bridge Demolition Plan	\$ 0	\$ 50,000	\$ 50,000
CCO 529-S1, WB Superstructure	\$2,310,000	\$1,687,328	\$1,687,328
CCO 557-S0, WB Bridge Demolition	\$1,900,000	\$1,900,000	Not final
Estimated Total	\$8,000,000	\$9,675,265	Not final

The total estimated final cost for all westbound structure work as listed above is \$9,675,265. As this amount exceeds the not-to-exceed amount of \$8.0 million approved on June 2, 2011, this CCO is being submitted for approval.

Risk Management:

While the current estimate of \$9,675,265 to construct and demolish the WB structure exceeds the \$8,000,000 approved on June 02, 2011, the total budget for the Oakland Detour is still estimated to fall within the \$51,000,000 construction budget (of \$83M total budget) approved by the TBPOC on February 3, 2011 for the detour. As such no risk management consideration is required.

Attachment(s):

1. Draft YBITS CCO 539-S2
2. Draft YBITS CCO 539-S2 Memo

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 539	Suppl. No. 2	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Force Account:

Increase the amount approved on Change Order No. 539 to fabricate and furnish structural steel members for the Oakland Touchdown Detour structure.

Estimated cost of Extra Work at Force Account\$800,000.00

Estimated Cost: Increase ☒ Decrease ☐ **\$800,000.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Construction Manager Mike Forner	Date
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/24/2012 Page 1 of 1

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
			FED. NO. NO FED AID	
CCO#: 539	SUPPLEMENT#: 2	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$59,171,357.20	
COST: \$800,000.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: OTDD-Add fund to fabricate str. Steel			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

This change order provides for increasing the estimated cost of extra work needed to fabricate and furnish structural steel members for the Oakland Touchdown Detour structure.

This contract calls for the construction of the Yerba Buena Island Transition structures of the east span of the new San Francisco Oakland Bay Bridge (SFOBB). In a memo dated October 3, 2010, the Deputy Toll Bridge Program Manager recommended to the Toll Bridge Program Oversight Committee (TBPOC) that the Temporary OTD Eastbound Detour be done under Contract Change Orders (CCO's). This recommendation was approved by the TBPOC in their October 7, 2010 meeting. Subsequently, a Contract Change Order Implementation Strategy for \$51.5 Million was prepared and approved by the TBPOC in their February 3, 2011 meeting, and Supplemental funding for this work was approved. The work included in this CCO is part of that approved amount.

CCO No. 539 was issued as extra work as force account for \$500,000 to compensate the Contractor for the work necessary to prepare shop drawings, procure materials, fabricate, coat, and ship structural steel members for the Oakland Touchdown Detour structure. CCO No. 539 Supplement No. 1 added additional revised contract plan sheets and was issued as a no cost change order. The original approved estimated amount of \$500,000 is exhausted, and additional funds are needed to complete the work associated with this change order. This change order requests an additional \$800,000. The total estimated cost for CCO 539, CCO 539 Supplement No. 1, and CCO 539 Supplement No. 2 is \$1.3 Million.

Compensation for this additional work shall be paid as extra work at force account under CCO No. 539, which can be financed from the project's contingency funds. The detailed cost analysis for this change order is on file in the project records. No adjustment of contract time is warranted, as this change will not affect the controlling operation.

This change was requested by Mike Whiteside, Toll Bridge Structures Design, on September 17, 2011.

Maintenance concurrence is required.

CONCURRED BY:			ESTIMATE OF COST	
Construction Engineer:	William Howe	Date	THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Gary Lai	Date	ITEMS	\$0.00
Project Engineer:	Charles Ho	Date	FORCE ACCOUNT	\$800,000.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$0.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00
Environmental:		Date	TOTAL	\$800,000.00
Other (specify):	Lina Ellis, Str. Maintenance	Date	FEDERAL PARTICIPATION	
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue Approve) By:	Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE	PERCENT

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b6
Item - Consent Calendar – Contract Change Orders (CCOs)
YBITS1 CCO 547-S0 - Oakland Detour Westbound
Bridge Jacking

Recommendation:

APPROVAL

Cost:

YBITS1 CCO 547-S0: \$1,196,590

Schedule Impacts:

N/A

Discussion:

YBITS1 CCO 547-S0 **in the amount of \$1,196,590** will provide for furnishing jacks and performing bridge jacking for the construction of the westbound structure of the Oakland Detour. The jacking is necessary to maintain the structural integrity of the existing deck structure and to transfer loads to the newly constructed support walls of the detour.

This change order was approved by the TBPOC on January 5, 2012 at a cost not to exceed \$1,200,000. The final cost of the CCO falls within this approved budget.

Risk Management:

The cost of jacking the westbound bridge was not included in the original scope of work which established the \$51,000,000 construction budget for the Oakland Detour (of \$83M total budget) approved by the TBPOC on February 3, 2011 for the detour. However, the current cost estimate for constructing the Oakland Detour, including the \$1,196,590 from CCO 547-S0, continues to fall within the \$51,000,000 budget. As such no risk management consideration is required.

Attachment(s):

1. Draft YBITS1 CCO 547-S0
2. Draft YBITS1 CCO 547-S0 Memo

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 547	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

As authorized by the Engineer furnish all labor, equipment, and materials necessary to perform bridge jacking in accordance with Sheets 3 through 47 of this change order for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project Oakland Touchdown Detour, Bridge No. 33-25.

The attached contract plans reflecting this change are 1 through 45 of 210.

Contract plans reflecting this change order that were previously issued with CCO 539 and 539 Supplement 1 include: 121R1, 142 and 182.

Extra Work at Force Account:

As authorized by the Engineer, in accordance with section 4-1.03 D "Extra Work" and section 9-1.03 "Force Account Payment" of the Standard Specifications, and section 5-1.17 "Force Account Payment" of the Special Provisions, provide all labor, equipment, and materials necessary to perform touch up painting, third party testing and weld inspection, and other work as directed by the Engineer.

Estimated cost of Extra Work at Force Account\$100,000.00

Extra Work at Lump Sum:

The Work of this change shall include, but shall not be limited to:

- 1) Furnishing bridge jacking equipment (FOB jobsite), calibration of gauges for each jack, and gauge certification;
- 2) Unloading of bridge jacking equipment;
- 3) Hoisting and installation of twenty-eight (28) 250 ton locking hydraulic pancake cylinder jacks;
- 4) Performance of the following bridge jacking operations as described in the contract plan sheets for the following construction stages (this includes the installation and removal of the bridge jacking system parts for each operation including hoses, gauges, manifolds, compressors, pumps, and generators):
 - a. Stage 2.6-1
 - b. Stage 2.6-2
 - c. Stage 2.6-4
 - d. Stage 2.7-1
 - e. Stage 2.8-5
 - f. Stage 2.8-7
 - g. Stage 2.10-7 (to be performed during the Presidents' Day 2012 weekend closure, or closure during a substitute weekend)
 - h. Stage 3.1-1, (to be performed during the Presidents' Day 2012 weekend closure, or closure during a substitute weekend)
 - i. Stage 3.1-3, (to be performed during the Presidents' Day 2012 weekend closure, or closure during a substitute weekend), and
 - j. Final Post Demolition/Closure Weekend Verification;
- 5) Design assistance with bridge jacking system, bridge jacking plan review, etc;
- 6) Performance and oversight of bridge jacking operations; and
- 7) Premium time for hoisting and installing two (2) bridge jacks at bridge jacking locations C1 and C2 located adjacent to traffic lanes that will be performed during a night-time lane closure;
- 8) Premium time for bridge jacking operation scope of work performed during weekend closure;
- 9) Maintaining employment of key bridge jacking operations ironworker foreman up to Presidents' Day 2012 weekend closure due to the bridge jacking operations not being continuous;
- 10) Weekend closure including preparation for the weekend and post weekend/closeout. Costs include hotel stays, auto rental, airport parking, and subsistence for key personnel.

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 547	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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The agreed lump sum does not include lane closures or traffic control, which will be paid for under a separate change order.

The agreed price does not include installing substructure and walls (which will be paid for under a separate change order); touch up or finish painting, galvanizing.

The agreed lump sum does not include costs related to a delay of the Presidents' Day weekend closure to a closure during a substitute weekend.

The agreed price also excludes the following work activities:

lead containment and cleanup, and disposal for field drilling locations that have not been previously lead abated, and lead air monitoring.

The agreed lump sum includes all labor, equipment, and material required to complete the work associated with this change order. The agreed lump sum constitutes full payment, including all markups, for this change.

Work is to be performed on a straight time five days- fourty hours work week except scope items 4g, 4h, 4i, 7, and 8.

Extra Work at Lump Sum\$1,096,590.00

Total CCO: \$1,196,590.00

Estimated Cost: Increase ☒ Decrease ☐ **\$1,196,590.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Construction Manager Mike Forner	Date
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 12/16/2011 Page 1 of 1

TO: Deanna Vilcheck, ACM /		FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.		CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID			
CCO#: 547	SUPPLEMENT#: 0	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$62,855,365.20
COST: \$1,196,590.00		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: OTDD-WB Str. Bridge Jacking		PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %
			Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

This change order provides compensation to the contractor for costs to furnish jacks and bridge jacking equipment and perform bridge jacking for the construction of the Oakland Touchdown Detour Westbound structure.

This contract calls for the construction of the Yerba Buena Island Transition structures of the east span of the new San Francisco Oakland Bay Bridge (SFOBB). In a memo dated October 3, 2010, the Deputy Toll Bridge Program Manager recommended to the Toll Bridge Program Oversight Committee (TBPOC) that the Temporary OTD Eastbound Detour be done under Contract Change Orders. This recommendation was approved by the TBPOC in their October 7, 2010 meeting. Subsequently, a Contract Change Order Implementation Strategy for \$51.5 Million was prepared and approved by the TBPOC in their February 3, 2011 meeting, and Supplemental funding for this work was approved. The work included in this CCO is part of that approved amount. This CCO was specifically approved to a Not-To-Exceed amount of \$1,200,000 at the TBPOC meeting of January 05, 2012

Compensation for furnishing and installing jacking equipment and performing bridge jacking shall be paid as extra work at an agreed lump sum of \$1,096,590.00 and an additional force account amount of \$100,000 to cover the touch up painting, welding inspection, and other work as directed by the Engineer, for a total cost of \$1,196,590, which can be financed from the project's contingency fund. A detailed cost analysis for this change order is on file in the project records.

There is no adjustment of contract time for this change as it does not affect the controlling operations.

This change was requested by Mike Whiteside, Toll Bridge Structures Design, on a memo dated January 23, 2012.

Maintenance concurrence is required.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:	Gary Lai	Date	ITEMS	\$0.00	\$0.00
Project Engineer:	Charles Ho	Date	FORCE ACCOUNT	\$100,000.00	\$100,000.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$1,096,590.00	\$1,096,590.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$1,196,590.00	\$1,196,590.00
Other (specify):	Lina Ellis, Str. Maintenance	Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue /Approve) By:	Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b7
Item - Consent Calendar – Contract Change Orders (CCOs)
YBITS1 CCO 549-S0 - Oakland Detour Portable Changeable
Message Signs for Full Westbound Traffic Closure

Recommendation:
APPROVAL

Cost:
YBITS1 CCO 549-S0: \$1,462,883

Schedule Impacts:
N/A

Discussion:
YBITS1 CCO 549-S0 in the amount of \$1,462,883 will provide for furnishing, operating, and maintaining 85 portable changeable message signs (PCMS) to notify the traveling public in advance of and during the full traffic closure of the westbound San Francisco-Oakland Bay Bridge over an extended weekend, currently planned for President's Day Weekend of 2012. The closure will allow for the switchover of westbound traffic from the existing structure to the new temporary structure.

This change order was approved by the TBPOC on January 5, 2012 at a cost not to exceed \$1,700,000. The final cost of the CCO falls within this approved budget.

Risk Management:

The cost of providing portable changeable message signs was not included in the original scope of work which established the \$51,000,000 construction budget for the Oakland Detour (of \$83M total budget) approved by the TBPOC on February 3, 2011 for the detour. However, the current cost estimate for constructing the Oakland Detour, including the \$1,462,883 from CCO 549-S0, continues to fall within the \$51,000,000 budget. As such no risk management consideration is required.

Memorandum

Attachment(s):

1. Draft YBITS1 CCO 549-S0
2. Draft YBITS1 CCO 549-S0 Memo

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 549	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Perform the following work pertaining to the planned 81-hour full traffic closure of the westbound direction of the San Francisco-Oakland Bay Bridge beginning at 8:00 PM (2000 Hours) Friday, February 17, 2012, and ending Tuesday, February 21, 2012, at 5:00 AM (0500 Hours) for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project Oakland Touchdown Detour, Bridge No. 33-25:

Extra Work at Force Account:

As determined necessary by the engineer, in accordance with section 4-1.03D "Extra Work" and section 9-1.03 "Force Account Payment" of the Standard Specifications, and section 5-1.17 "Force Account Payment" of the Special Provisions, provide all labor, equipment, and materials necessary to provide additional measures and associated work as determined necessary by the engineer.

Estimated cost of Extra Work at Force Account\$100,000.00

Extra Work at Unit Price:

The Engineer may be required to postpone the date of the full closure of the westbound direction of the San Francisco-Oakland Bay Bridge, due to weather or other changes. There may be little or no advance notification provided by the Engineer of such postponement until the actual date. In such case, the contractor shall maintain display notices as directed by the Engineer throughout the additional period of postponement and during the closure.

1. In the event that the closure is postponed from the planned shutdown period starting at 8:00 PM (2000 Hours) Friday, February 17, 2012, and ending Tuesday, February 21, 2012, at 5:00 AM (0500 Hours), the contractor shall receive a unit price of \$24,437.00 per day for displaying the advance notice and maintaining the 85 each Portable Changeable Message Signs (PCMS's) during the additional period required. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

Display advance notice and maintain PCMS's 6 days@ \$26,576.00 = \$159,456.00

2. In the event that the actual closure period is extended beyond the anticipated 81 hours, the contractor shall continue to provide 24-hours-per-day maintenance as directed including equipment and mechanics' gear at an agreed unit price of \$98.00 per man hour.

Provide maintenance 20 man hours @ \$98.00 = \$1,960.00

Estimated cost of Extra Work at Agreed Unit Price\$161,416.00

There will be no adjustments in these unit prices to be made in accordance with section 4-1.03 B "Increased or Decreased Quantities" of the Standard Specifications.

Extra Work at Lump Sum:

1) Mobilize and demobilize 85 EA PCMS's;
2) Furnish, install, operate, and maintain 85 EA PCMS's, displaying the designated messages at the designated locations as determined necessary by the engineer for a four (4) week duration prior to the closure date and during the 81-hour closure.

During the 81 hour closure period, the maintenance provided will include a 5-person crew, including equipment and mechanics' gear as required to provide 24-hours-per-day onsite maintenance and emergency repairs.

For this work, the Contractor shall be compensated an agreed lump sum of \$1,201,467.00. This lump sum constitutes full

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 549	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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and final compensation, including all markups, for the work specified in this change order

Cost of Extra Work at Lump Sum\$1,201,467.00

Total CCO: \$1,462,883.00

Estimated Cost: Increase ☒ Decrease ☐ **\$1,462,883.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Construction Manager Mike Forner	Date
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 12/14/2011 Page 1 of 2

TO: Deanna Vilcheck, ACM /		FILE: E.A. 04 - 0120S4		
FROM: William Howe, Senior R.E.		CO-RTE-PM SF-80-12.7/13.2		
FED. NO. NO FED AID				
CCO#: 549	SUPPLEMENT#: 0	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$52,136,823.00	
COST: \$1,462,883.00		INCREASE <input checked="" type="checkbox"/>	DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
CCO DESCRIPTION: OTDD- WB Weekend Closure Portable CMSs		PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)		
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

This Contract Change Order (CCO) provides for compensating the Contractor for furnishing, operating, and maintaining portable changeable message signs (PCMS's) for the planned 2012 President's Day Weekend bridge full traffic closure of the westbound direction of the San Francisco-Oakland Bay Bridge (SFOBB). The PCMS's will operate approximately four (4) weeks duration. This CCO also provides funds for furnishing, operating, and maintaining PCMS's for an extended period of time in the event weather conditions cause delays.

This contract calls for the construction of the Yerba Buena Island Transition structures of the east span of the new San Francisco Oakland Bay Bridge (SFOBB). In a memo dated October 3, 2010, the Deputy Toll Bridge Program Manager recommended to the Toll Bridge Program Oversight Committee (TBPOC) that the Temporary OTD Eastbound Detour be done under Contract Change Orders. This recommendation was approved by the TBPOC in their October 7, 2010 meeting. Subsequently, a Contract Change Order Implementation Strategy for \$51.5 Million was prepared and approved by the TBPOC in their February 3, 2011 meeting, and Supplemental funding for this work was approved. The work included in this CCO is part of that approved amount. TBPOC approved up to \$1.7 million, on a not-to-exceed basis for this specific CCO, on its January 05, 2012 meeting.

The Temporary Oakland Touchdown Detour (TOTDD) project proposes to modify the current Interstate I-80 roadway alignment between the San Francisco –Oakland Bay Bridge East Span (SFOBB) (KM 1.6 on I-80) and the toll plaza metering lights (KM 2.7 on I-80) in the City of Oakland. The TOTDD project shifts the approach alignments south to effectively clear the conflict and accelerate the construction of the new eastbound traveled way.

As part of this work, a full traffic closure of the westbound direction of the SFOBB is planned to take place over an extended weekend period to allow for the switchover of westbound traffic from the existing structure to the new temporary structure.

The District 4 Transportation Management Plans Office has provided a traffic management plan (TMP) concerning the closure of the westbound direction of the bridge, related detour signing, and the regional placement of PCMS's to provide advanced notice to the travelling public. This change order provides for the implementation of the TMP pertaining to the placement of PCMS's in advance and during the closure. Advance warning signs, barricades, and other related traffic control systems are provided for in CCO No. 550.

This change is needed because the original contract does not include provisions for full or partial bridge closures.

Compensation for furnishing and maintaining all PCMS's related to the weekend closure shall be paid as extra work at an agreed lump sum of \$1,201,467.00. The cost to maintain and continue operation of the PCMS's if the freeway closure is postponed is included in this change order as unit prices totalling \$161,416.00. In addition, a force account amount of \$100,000.00 is included to cover any additional late changes covered by the TMP. The total estimated change order cost of \$1,462,883.00 can be financed from the project's contingency funds. A detailed cost analysis is on file in the project records.

No consideration will be given to extending the contract time of completion as this change does not affect the controlling operation.

This change was requested by Raoul Maltez, the District 4 Transportation Management Plans Office (TMP)- Toll Bridge Design, on December 01, 2011.

CONTRACT CHANGE ORDER MEMORANDUM

EA: 0120S4 CCO: 549 - 0

DATE: 12/14/2011 Page 2 of 2

Maintenance concurrence is required.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date		THIS REQUEST	TOTAL TO DATE
Bridge Engineer:		Date	ITEMS	\$0.00	\$0.00
Project Engineer:	Charles Ho	Date	FORCE ACCOUNT	\$100,000.00	\$100,000.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$1,362,883.00	\$1,362,883.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$1,462,883.00	\$1,462,883.00
Other (specify):	Philip Harsono, Maintenance	Date	FEDERAL PARTICIPATION		
Other (specify):	Yetendra Jangid, TMP-toll bridge d	Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue Approve) By:	Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

RE: Agenda No. - 2b8
Item - Consent Calendar – Contract Change Orders (CCOs)
YBITS1 CCO 557-S0 – Oakland Detour Westbound Structure
– Bridge Demolition

Recommendation:
APPROVAL

Cost:
YBITS1 CCO 557-S0: \$1,900,000 (NOT TO EXCEED)

Schedule Impacts:
N/A

Discussion:

CCO 557-S0 in the amount NOT TO EXCEED \$1,900,000 will provide for the demolition of the northern portion of the existing westbound structure after traffic is switched to the south on the new Oakland Detour. The work includes removing an approximately 800 foot long portion of the structure that will allow for the construction of the OTD2 structure. The demolition work includes the removal of portions of the existing concrete deck, columns and footings along with the removal of existing steel girders.

CCO No. 529-S0 was originally approved by the TBPOC at the June 02, 2011 meeting at a cost not to exceed \$8,000,000 for all work associated with constructing the westbound structure for the Oakland Detour. The current scope of that approved amount has now been split into multiple CCOs, as outlined in the table below:

Item Description	Approved Budget June 2, 2011	Current Estimate January 20, 2012	Finalized CCO Amount
CCO 529-S0, WB Substructure	\$3,200,000	\$2,968,027	\$2,968,027
CCO 540-S0, WB Erect Structural Steel	\$ 320,000	\$1,769,910	\$1,769,910
CCO 539-S0, WB Furnish	\$ 270,000	\$ 500,000	\$ 500,000

Memorandum

Structural Steel Structural Steel			
CCO 539-S1, WB Structural Steel (Revised Plan Sheets)	\$ 0	\$ 0	\$ 0
CCO 539-S2, WB Furnish Structural Steel – Additional Funds	\$ 0	\$ 800,000	\$ 800,000
CCO 538-S0, WB Bridge Demolition Plan	\$ 0	\$ 50,000	\$ 50,000
CCO 529-S1, WB Superstructure	\$2,310,000	\$1,687,328	\$1,687,328
CCO 557-S0, WB Bridge Demolition	\$1,900,000	\$1,900,000	Not final
Estimated Total	\$8,000,000	\$9,675,265	Not final

The total estimated final cost for all westbound structure work as listed above is \$9,675,265. As this amount exceeds the not-to-exceed amount of \$8.0 million approved on June 2, 2011, this CCO is being submitted for approval.

Risk Management:

While the current estimate of \$9,675,265 to construct and demolish the WB structure exceeds the \$8,000,000 approved on June 02, 2011, the total budget for the Oakland Detour is still estimated to fall within the \$51,000,000 construction budget (of \$83M total budget) approved by the TBPOC on February 3, 2011 for the detour. As such no risk management consideration is required.

Attachment(s):

1. Draft YBITS CCO 557-S0
2. Draft YBITS CCO 557-S0 Memo

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 557	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Furnish all labor, material, and equipment necessary to demolish the existing Westbound Oakland Touchdown Bridge structure from Bent E29 to Bent E39 in accordance with the drawings issued with Contract Change Order Nos. 529 and 539 for the San Francisco-Oakland East Span Seismic Safety Project Oakland Touchdown Detour, Bridge No. 33-25.

Extra Work at Lump Sum:

For demolishing the existing Westbound structure defined above in accordance with the contract plan sheets and the requirements of this change order, the Contractor shall be paid a estimated amount Not-To-Exceed \$1,900,000.00. This amount constitutes full and final compensation, including all markups, for the work specified in this change order.

Cost of Extra Work at Lump Sum(NTE)\$1,900,000.00

Estimated Cost: Increase ☒ Decrease ☐ **\$1,900,000.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature	Resident Engineer William Howe, Senior R.E.	Date
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Approval Recommended by

Signature	Construction Manager Mike Forner	Date
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 1/18/2012 Page 1 of 2

TO: Deanna Vilcheck, ACM /		FILE: E.A. 04 - 0120S4		
FROM: William Howe, Senior R.E.		CO-RTE-PM SF-80-12.7/13.2		
FED. NO. NO FED AID				
CCO#: 557	SUPPLEMENT#: 0	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$57,271,357.20	
COST: \$1,900,000.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: OTDD-WB Structure demolition			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 0

THIS CHANGE ORDER PROVIDES FOR:

This change order provides for demolition of the existing Westbound Oakland Touchdown Bridge structure from Bent E29 to Bent E39.

This contract calls for the construction of the Yerba Buena Island Transition structures of the east span of the new San Francisco Oakland Bay Bridge (SFOBB). In a memo dated October 3, 2010, the Deputy Toll Bridge Program Manager recommended to the Toll Bridge Program Oversight Committee (TBPOC) that the Temporary Oakland Touchdown Detour be done under Contract Change Orders (CCO's). This recommendation was approved by the TBPOC in their October 7, 2010 meeting. Subsequently, a Contract Change Order Implementation Strategy for \$51.5 Million was prepared and approved by the TBPOC in their February 3, 2011 meeting. Consistent with the Implementation Strategy, CCO No. 529 was specifically approved for a not-to-exceed amount of \$8.0 Million by the TBPOC in their June 2, 2011 meeting.

To date, Contract Change Order Nos. 529, 529 Supplement No. 1, 538, 539, and 540 have been issued totaling \$7.0 million to cover items in the scope of the original \$8.0 million approved for CCO 529; this item will bring the total issued CCOs to \$8.9 million, so this change order is being brought to the February 02, 2012 TBPOC meeting to request additional funds.

Once the new OTDD structure is completed, portions of the existing Oakland Touchdown Westbound Structure that conflict with the alignment of the new westbound structure will be demolished to be incorporated into the new westbound structure. This change order provides for the demolition of the existing westbound structure between Bent E29 and Bent E39. Demolition of the remaining existing westbound structure that conflicts with the alignment of the new structure will be included in subsequent change orders.

Compensation for the work associated with this change shall be paid at agreed lump sum. This change order provides funding for an estimated Not-To-Exceed amount of \$1,900,000 for demolishing the existing westbound structure as defined above. This amount will be funded from the project's contingency fund. A detailed cost analysis is on file in the project records.

No adjustment of contract time is warranted, as this change will not affect the controlling operation.

This change was requested by Mike Whiteside, Branch Chief, Office of Toll Bridge design, on July 11, 2011.

Maintenance concurrence is required.

CONTRACT CHANGE ORDER MEMORANDUM

EA: 0120S4 CCO: 557 - 0

DATE: 1/18/2012 Page 2 of 2

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date		THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Gary Lai	Date	ITEMS	\$0.00	\$0.00
Project Engineer:	Charles Ho	Date	FORCE ACCOUNT	\$0.00	\$0.00
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$1,900,000.00	\$1,900,000.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$1,900,000.00	\$1,900,000.00
Other (specify):	Lina Ellis, Str. Maintenance	Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue/Approve) By:	Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE PERCENT _____ _____ _____		

Memorandum

TO: Toll Bridge Program Oversight Committee
(TBPOC)

DATE: January 25, 2012

FR: Jon Tapping, Toll Bridge Program Risk Management Coordinator, Caltrans

RE: Agenda No. – 3a

Item – Progress Reports

Fourth Quarter 2011 Risk Management Update

Action:

For Information Only

Cost:

N/A

Schedule Impacts:

N/A

Discussion:

The Toll Bridge Program Risk Management Coordinator will present an overview of the 4th Quarter 2011 risk management results. Attached is a copy of his presentation, “Risk Management Briefing, Fourth Quarter 2011”.

Attachment:

Risk Management Briefing, Fourth Quarter 2011



Risk Management Briefing Fourth Quarter 2011



TOLL BRIDGE PROGRAM
OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

**Toll Bridge Program Oversight Committee Meeting
February 1, 2012**

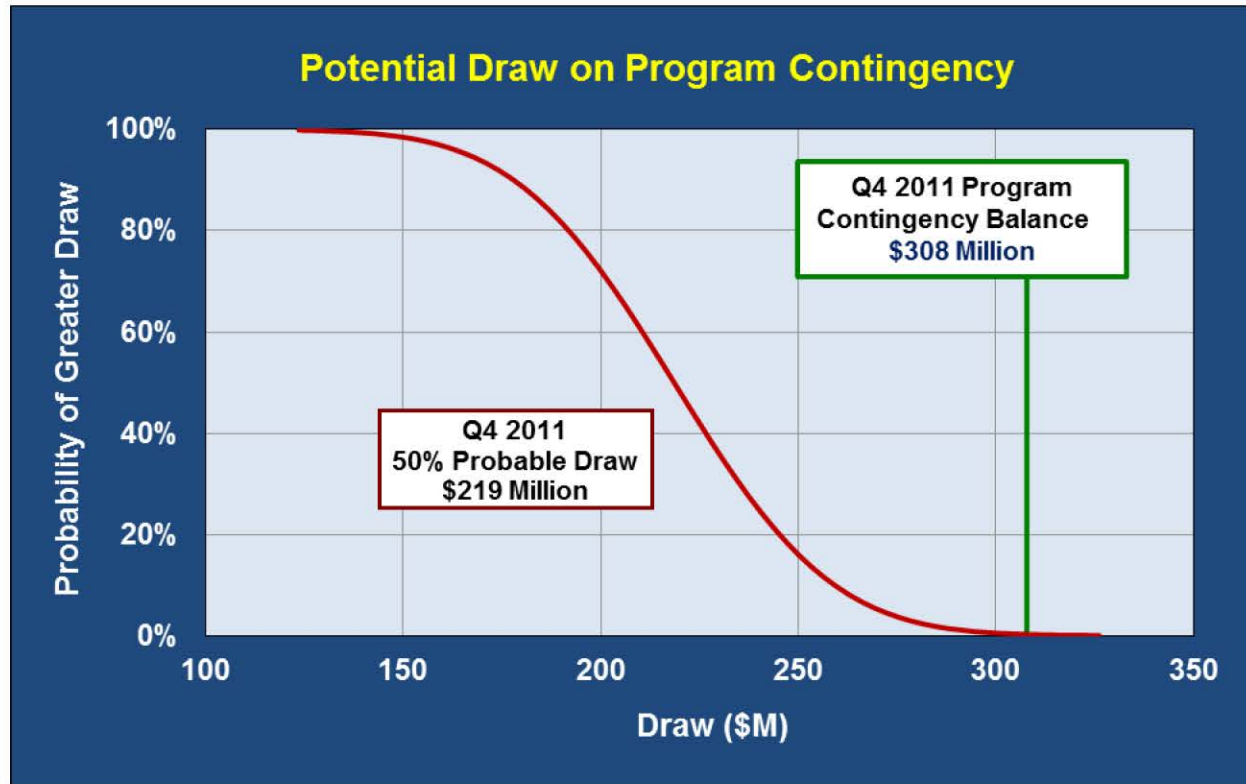
Outline

Q4 2011 Risk Management Results
Adequacy of Reserves

Look Ahead to Q1 2012

Summary of Q4 2011 Cost Risk Results

Adequacy of Reserves



Notes:

- 1) *Proposed architectural enhancements and project improvements are excluded unless approved by the TBPOC.*
- 2) *Program Contingency may be used for other beneficial purposes than to cover risk. Therefore, the potential draw chart may not necessarily represent a forecast of the future balance of Program Contingency funds.*

Summary of Q4 2011 Risk Results

- 1) Remaining Program Contingency is sufficient to cover the cost of currently identified risks with a high degree of confidence. The 50% probable remaining Program Contingency is \$89 million.**
- 2) The Potential Draw on Program Contingency ranges from about \$130 million to \$300 million. The current TBPOC approved Program Contingency balance is \$308 million.**
- 3) The 50% probable remaining Program Contingency has increased by about \$4 million this quarter. In general, cost risk reductions were largely balanced by increased CCO costs, as issues move from risks to actual CCOs: the Hinge K cost risk and CCO 216 cost were a good example of this.**
- 4) The schedule risk results indicate approximately 2.5 months improvement in the 50% probable schedule risk to SSO. This reduction is due to progress made in the last quarter with completion of OBG installation, the YBITS1 acceleration CCO, and Hinge K transfer to SAS.**
- 5) The above schedule risk reduction, was largely offset by an incremental increase in the cost of day's acceleration necessary to maintain the Labor Day 2013 SSO milestones. Up until now the cost of recovery was generally cheaper then the cost of delaying the contract, at some point in the near future that is likely to no longer be the case. The risk management numbers are now looking to reflect the fact that the Labor Day 2013 milestone will be held going forward and the cost of holding that date could be more then the cost of delaying that date.**

Summary of Q4 2011 Risk Results

- 6) Cost risks and CCOs associated with coordination between the SAS and YBITS1 contractors (e.g., Hinge K) are included in the Potential Draw Curve.**
- 7) Corridor enhancements earlier approved by the TBPOC (e.g., OTD Detour, YBITS1 acceleration, "elevator to the top," "pigtail" removal, etc.) are included in the Potential Draw Curve -- refer to the Risk Management Report, Section 10, "Watch List," Table 1.**
- 8) Additional enhancements (e.g., painting the bridge soffit "wings") are currently being considered by the TBPOC and, if approved, will be reflected in the future quarters' Potential Draw Curve -- refer to the Risk Management Report, Section 10, "Watch List," Table 2.**
- 9) To the extent that further (i.e., beyond Labor Day 2013 SSO) corridor acceleration may be desired, cost risks will need to be reassessed.**

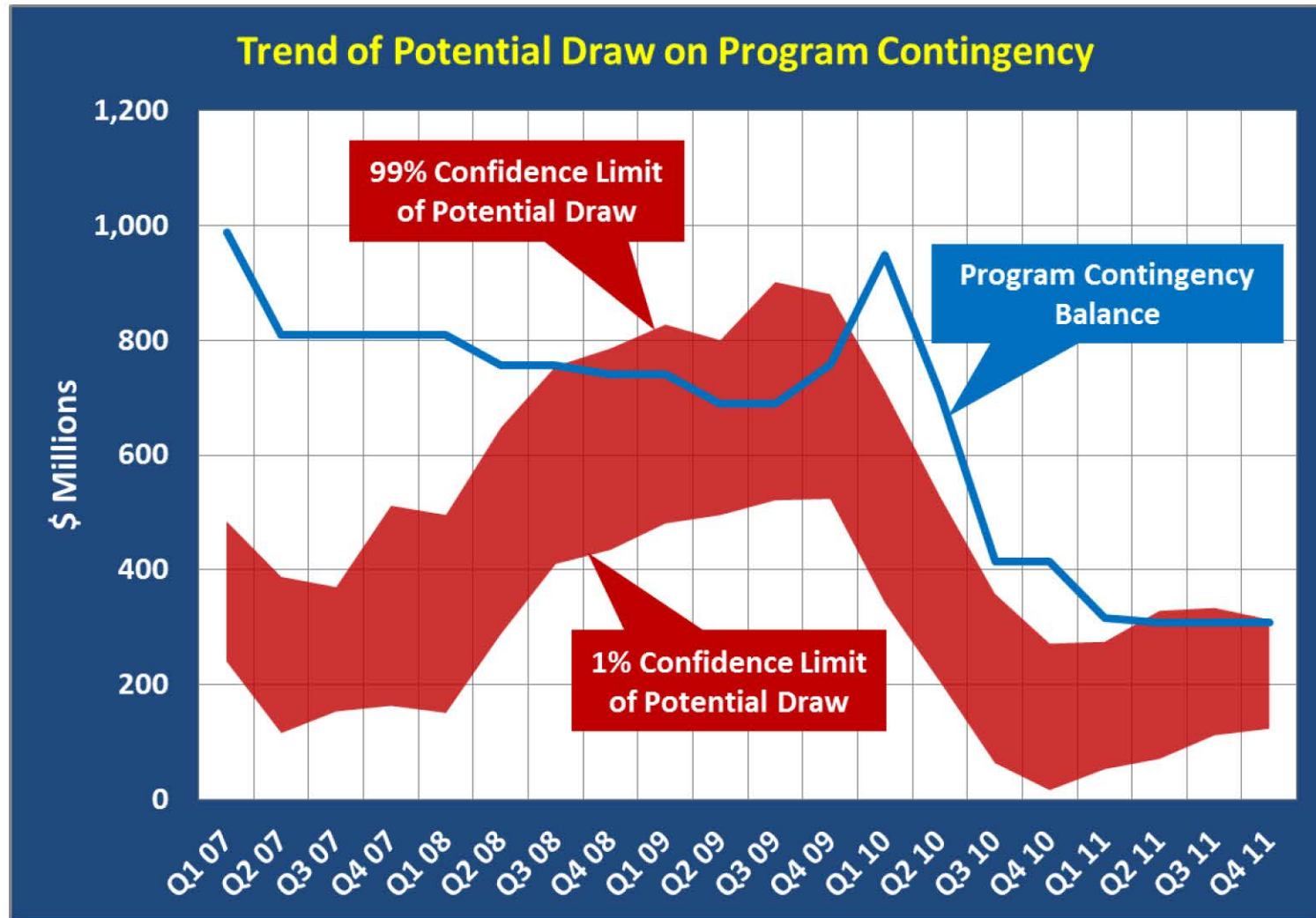
Summary of Q4 2011 Cost Risk Results

Current Approved Improvements

Approved Improvement	Status	Cost (\$M)
OTD Detour	Budgeted from Program Contingency	83
YBITS #1 Acceleration	From Program and Contract Contingencies.	20
Bike path conduits at railing dividers, "Pig Tail" removal	Addressed in CCO Log.	4.5
Revisions to LED lighting fixtures to maintain diameter and increase number of fixtures	Addressed in CCO Log.	13.5
Top of Tower (Parapet Wall)	Addressed in Pending CCO Log.	0.7
Façade cable removal, elevator, lift options	Addressed in Pending CCO Log.	8
Removal of second suspender Bracket at top of Tower	Architecture is pursuing a change	2
Bike path railing divider – Modify SAS rails and light housing to match Skyway configuration.	Addressed in CCO Log. Included as part of a larger change.	0.1
Bike path railing connections on OTD1 (Post to deck)	Addressed in Pending CCO Log.	0.35
Bike path railing (Tighten fabrication tolerances)	Included in SAS Change Order Log. Cost reflects direct costs. Indirect costs rolled up in a different change.	0.3
Skyway bike path expansion joint	TBPOC Approved. In CCO Log	1.1
Skyway steel barrier joints	Included in SAS Change Order Log.	0.9
Maintenance/Safety railing on tower shear link facades, deck cross-beams and W2	Included in SAS Change Order Log.	0.1 – 0.5
Skyway bike path joint rehabilitation	Included in SAS Change Order Log.	1.1

➤ Are included in the corridor forecasts – have reduced total contingency by about \$136 million.

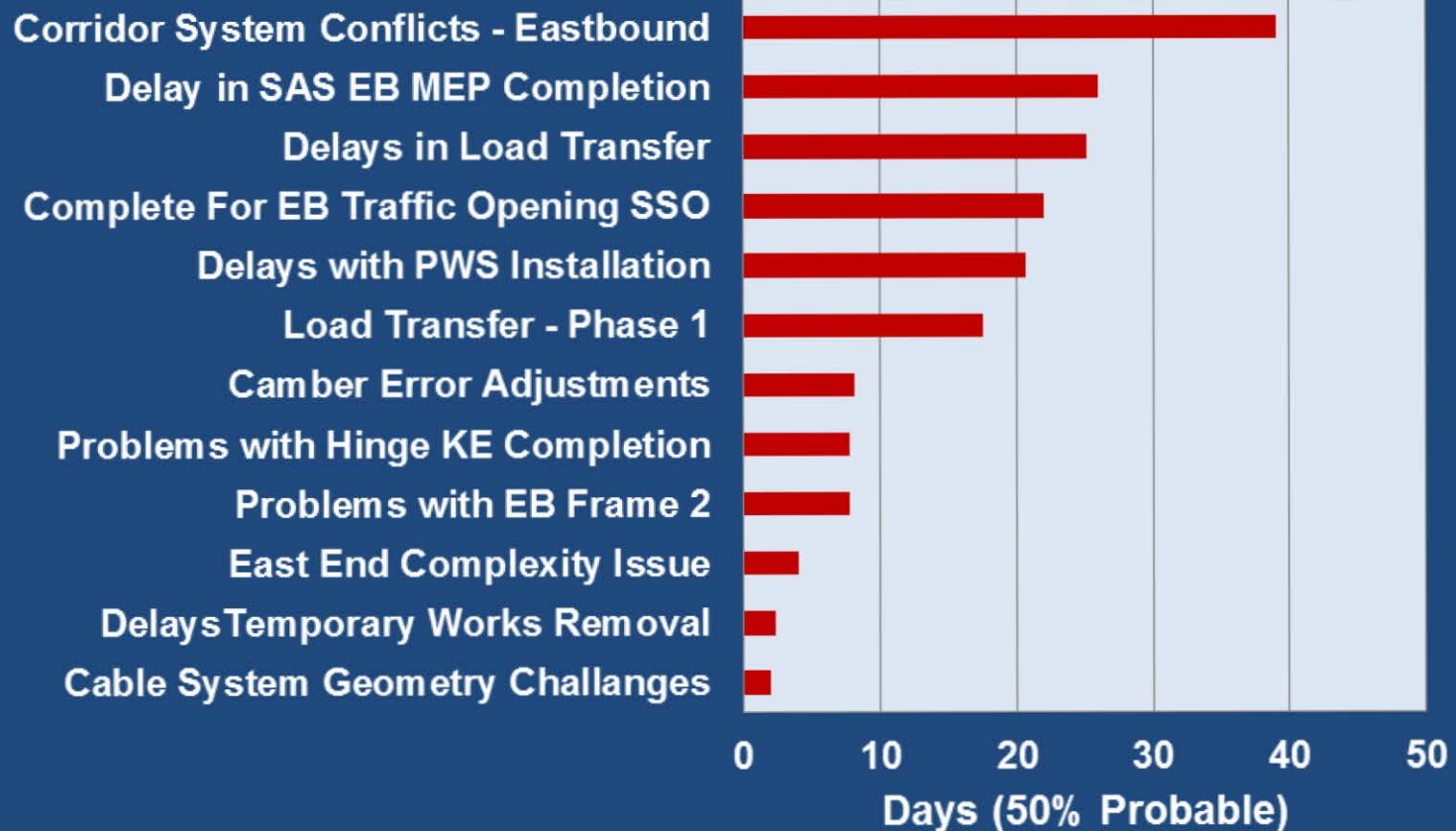
Program Contingency Trend



Look Ahead to Q4 2011

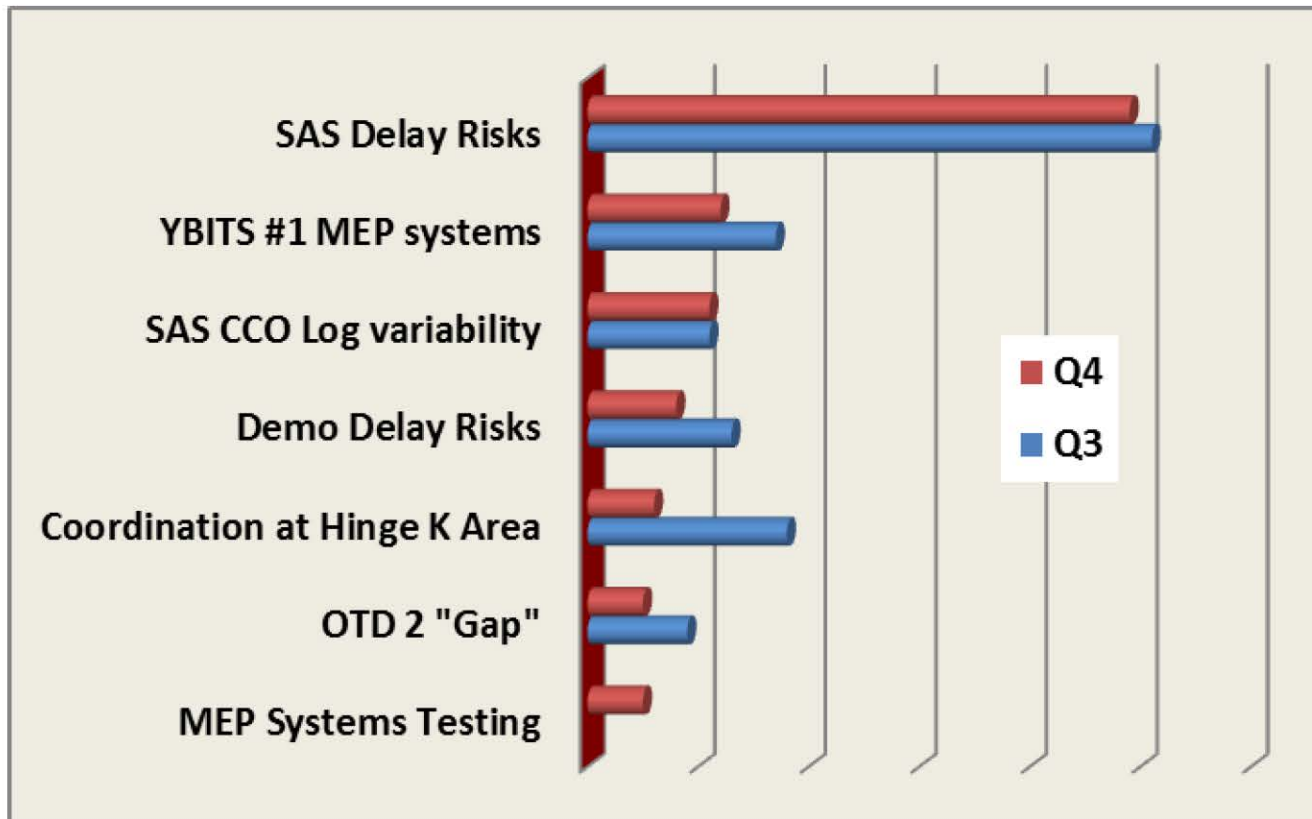
Top Corridor Schedule Risks

Contribution to Potential Delay of SSO



Look Ahead to Q4 2011

Top Cost Risks



Corridor Cost Uncertainty

Look ahead to Q1 2012

“Watch List”

List of potential corridor improvements under consideration

Potential Improvement	Status	Cost Range (\$M)
Preservation of 504' Section Of Existing Bridge	BAMC developing cost estimate	10 – 50
A scope change being considered to accelerate the demolition and bike path opening will require purchasing space on YBI from MCM and ABF		10 – 25
Paint concrete portions of bridge and bike path	To be presented to PMT in 2012	15 – 100
Light pipe	To be presented to PMT in 2012	29 – 42
BASE system	Unknown. Expected to be funded from non-TBSRP funds.	8 – 10
Bike path railing divider – Modify OTD rails and light housing to match Skyway configuration	Presented to TBPOC. Discussion Tabled.	1.5 – 2
Service platform handrail aesthetic modifications		0.1 – 0.4
Architectural bridge heads, portal beam at YBI	Presented to TBPOC in May. Additional information requested.	0.2 – 1.5
Re-use of E1 (as a climbing wall and viewing platform) – a potential cost saving opportunity	Presented to TBPOC in May. Additional information needed.	(2) – 0.5
Revisions to lighting on OTD #2	To be included in Architecture Presentation to TBPOC in November	Scope is highly variable
Revise access to cross-beam soffit (Remove rails)	Removed from consideration by BATA	
Skyway sidewalk gap mitigation (Reduce clearance to less than 4 inches)	Issue elevated to Caltrans Management	4 – 12
Temporary bike path access	See Note 1 below	0.3 – 5
Skyway Bike path Divider Rail Bolt Shear	Under consideration by Design	0.5 – 4
Skyway Bike path Drainage of Steel Box Girder	Under consideration by Design and Maintenance	0.2 – 5
New Cameras for BASE	To be presented to PMT in Q3 if required.	

- Are not currently included in the corridor risk management costs or resulting corridor forecasts, unless approved by TBPOC and quantified in a risk register.
- The magnitude of total costs of all listed potential improvements, if approved by the TBPOC, may result in a significant increase to the potential draw on program contingency indicated herein.
- Important Watch List Item:
Coordination of YBITS 2 contract with other contracts on YBI.

Questions?



Project Risk Management

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 3b
Progress Reports
Item- Draft 2011 Fourth Quarter Project Progress and Financial Update

Recommendation:
APPROVAL

Cost:
N/A

Schedule Impacts:
N/A

Discussion:
Included in this package, for TBPOC approval, is a draft 2011 Fourth Quarter Project Progress and Financial Update. The report reflects all project progress updates, the most current costs, forecasts, schedules and risk management assessment.

Attachment(s):
Draft 2011 Fourth Quarter Project Progress and Financial Update (see end of binder)



San Francisco Bay Area Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

2011 Fourth Quarter Report
Project Progress
and Financial Update
Proposed Final



**TOLL BRIDGE PROGRAM
OVERSIGHT COMMITTEE**

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

Released: February 2012





Looking down at the Self-Anchored Suspension Bridge and Catwalks with Cable Strand Placement Tramway



Toll Bridge Program Oversight Committee
Department of Transportation
Office of the Director
1120 N Street
P.O. Box 942873
Sacramento, CA 94273-0001

February 1, 2012

Mr. Dario Frommer, Chair
California Transportation Commission
1120 N Street, Room 2221
Sacramento, CA 95814

Mr. James C. Ghielmetti, Vice-Chair
California Transportation Commission
1120 N Street, Room 2221
Sacramento, CA 95814

Dear Messrs. Frommer and Ghielmetti:

The Toll Bridge Program Oversight Committee (TBPOC) is pleased to submit the 2011 Fourth Quarter Project Progress and Financial Update for the San Francisco Bay Area Toll Bridge Seismic Retrofit and Regional Measure 1 Programs, prepared pursuant to California Streets and Highways Code Section 30952.

The TBPOC is tasked to perform project oversight and control over the Toll Bridge Seismic Retrofit Program (TBSRP) and is comprised of the Director of the Department of Transportation (Caltrans), the Executive Director of the Bay Area Toll Authority (BATA), and the Executive Director of the California Transportation Commission (CTC). This fourth quarter report includes project progress and activities for the Toll Bridge Seismic Retrofit Program through December 31, 2011 with more recent accomplishments and actions addressed in this letter.

On the new eastern span of the San Francisco-Oakland Bay Bridge, another critical milestone was met on December 22, 2011 as construction crews hauled the first of 137 wire strands that make up the single main cable of the new signature Self-Anchored Suspension Span (SAS). While the strands will be hauled around as they are on a traditional suspension bridge, the single main cable is nontraditional as it anchors into the roadway, rather than to the ground. Starting at the bridge's eastern end, the cable travels up and over the double saddle atop the tower and around to the western end of the span before looping back over the tower to anchor into the east end again.

While the start of cable installation marks another critical step on the project, we continue to be mindful of the challenges that remain and of our goal to open the new bridge to traffic as soon as possible. To that end, the TBPOC has been actively working with our contractors to put in place contract incentives and disincentives and selective acceleration of certain critical path activities to expedite the opening of the bridge. The success of those negotiations are proving to be successful as we are pleased to report that we are now forecasting a "seismic safety opening" of the bridge by Labor Day 2013, which is several months earlier than our previously reported December 2013 opening date.

One acceleration activity will be the realignment and widening of the eastern end of the existing bridge in Oakland to allow for both eastbound and westbound directions of the new bridge to open to traffic when the Self-Anchored Suspension (SAS) bridge is ready. The eastbound realignment opened as scheduled over the 2011 Memorial Day weekend without significantly impacting

traffic. The westbound realignment is scheduled to open over the President's Day weekend in February 2012 pending unforeseen delays due to weather. The realignment will require a westbound upper-deck closure of the bridge from Oakland to San Francisco. We will endeavor to make the closure as short as possible with an extensive public outreach strategy to keep travelers informed.

Seismic retrofit work on the Dumbarton and Antioch bridges is also ongoing. On the Antioch Bridge, new seismic isolation bearings and steel cross bracing are being installed to provide the bridge more flexibility during an earthquake. We are pleased to report that this retrofit is forecast to achieve seismic safety ahead of schedule in early 2012. On the Dumbarton Bridge, structural steel is being added to the bridge to strengthen it during the next large earthquake and to allow for the installation of new seismic isolation bearings. This work will be on-going through 2013.

As of the end of the fourth quarter of 2011, the 50 percent probable draw on Program Contingency is \$219 million. The potential draw ranges from about \$130 million to \$300 million. The current \$219 million program contingency balance can be used to cover the costs of these identified risks. In accordance with the approved TBSRP Risk Management Plan, risk mitigation actions are continuously developed and implemented to reduce the potential draw on the program contingency.

The TBPOC is committed to providing the Legislature with comprehensive and timely reporting on the TBSRP. If there are any questions, or if any additional information is required, please do not hesitate to contact the members of the TBPOC.

Sincerely,

STEVE HEMINGER
TBPOC Chair
Executive Director
Bay Area Toll Authority

BIMLA G. RHINEHART
TBPOC Vice-Chair
Executive Director
California Transportation Commission

MALCOLM DOUGHERTY
Acting Director
California Department of Transportation



Toll Bridge Program Oversight Committee
Department of Transportation
Office of the Director
1120 N Street
P.O. Box 942873
Sacramento, CA 94273-0001

February 1, 2012

Mr. Gregory Schmidt
Secretary of the Senate
State Capitol, Room 3044
Sacramento, CA 95814

Mr. E. Dotson Wilson
Chief Clerk of the Assembly
State Capitol, Room 3196
Sacramento, CA 95814

Dear Messrs. Schmidt and Wilson:

The Toll Bridge Program Oversight Committee (TBPOC) is pleased to submit the 2011 Fourth Quarter Project Progress and Financial Update for the San Francisco Bay Area Toll Bridge Seismic Retrofit and Regional Measure 1 Programs, prepared pursuant to California Streets and Highways Code Section 30952.

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Sincerely,

STEVE HEMINGER
TBPOC Chair
Executive Director
Bay Area Toll Authority

BIMLA G. RHINEHART
TBPOC Vice-Chair
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California Transportation Commission

MALCOLM DOUGHERTY
Acting Director
California Department of Transportation

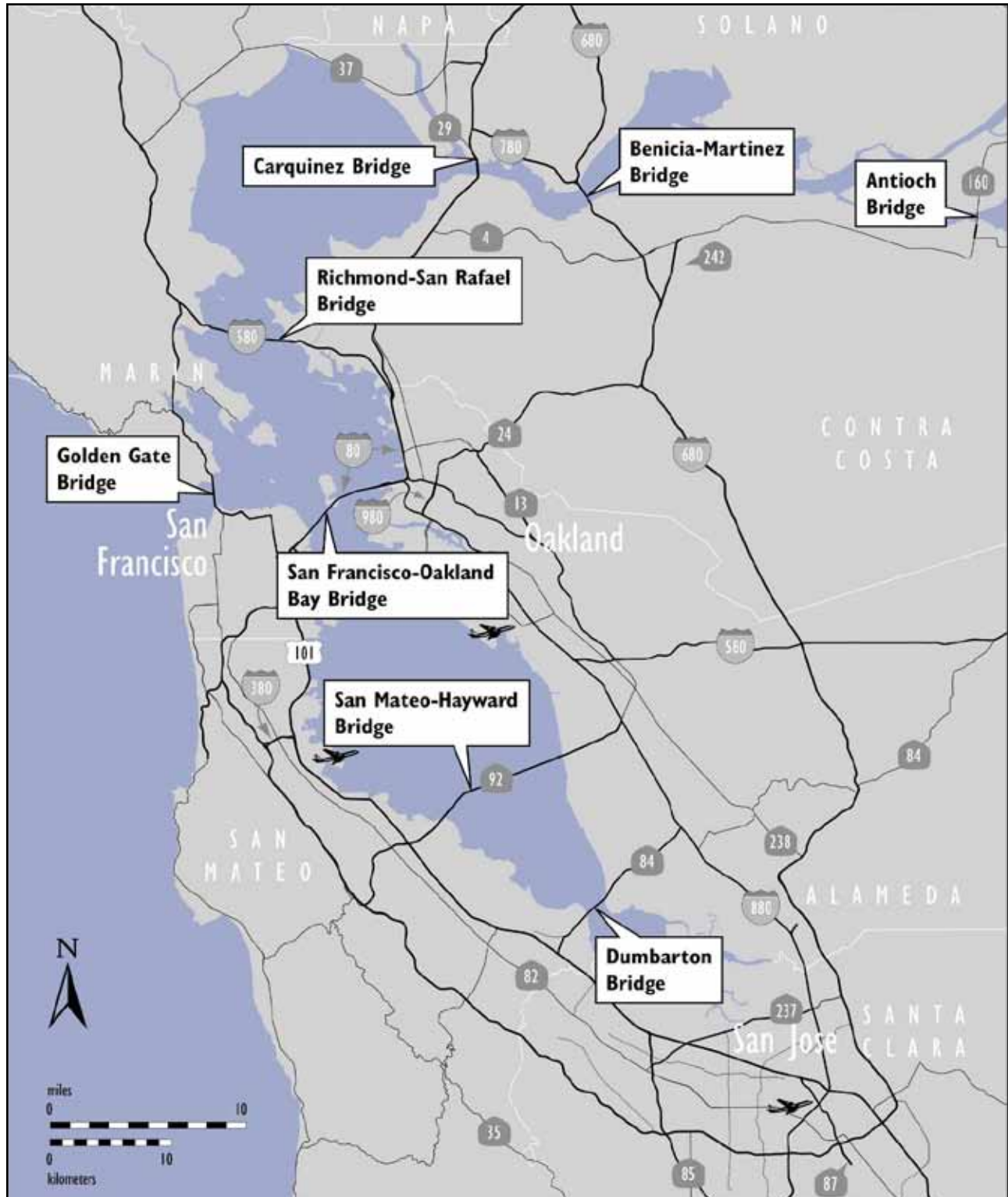


YBITS #1 Westbound Sections of Roadway Deck Pour Progress

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Map of Bay Area Toll Bridges



* The Golden Gate Bridge is owned and operated by the Golden Gate Bridge, Highway and Transportation District.

Introduction

In July 2005, Assembly Bill (AB) 144 (Hancock) created the Toll Bridge Program Oversight Committee (TBPOC) to implement a project oversight and project control process for the new Benicia-Martinez Bridge and State Toll Bridge Seismic Retrofit Program projects. The TBPOC consists of the Director of Caltrans, the Executive Director of the Bay Area Toll Authority (BATA) and the Executive Director of the California Transportation Commission (CTC). The TBPOC's project oversight and control processes include, but are not limited to, reviewing bid specifications and documents, reviewing and approving significant change orders and claims in excess of \$1 million (as defined by the Committee), and keeping the Legislature and others apprised of current project progress and status. In January 2010, Assembly Bill (AB) 1175 (Torlakson) amended the TBSRP to include the Antioch and Dumbarton Bridges seismic retrofit projects. The current Toll Bridge Seismic Retrofit Program is as follows:

Toll Bridge Seismic Retrofit Projects	Seismic Safety Status
Dumbarton Bridge Seismic Retrofit	Construction
Antioch Bridge Seismic Retrofit	Construction
San Francisco-Oakland Bay Bridge East Span Replacement	Construction
San Francisco-Oakland Bay Bridge West Approach Replacement	Complete
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit	Complete
San Mateo-Hayward Bridge Seismic Retrofit	Complete
Richmond-San Rafael Bridge Seismic Retrofit	Complete
1958 Carquinez Bridge Seismic Retrofit	Complete
1962 Benicia-Martinez Bridge Seismic Retrofit	Complete
San Diego-Coronado Bridge Seismic Retrofit	Complete
Vincent Thomas Bridge Seismic Retrofit	Complete

The New Benicia-Martinez Bridge is part of a larger program of toll-funded projects called the Regional Measure 1 (RM1) Toll Bridge Program under the responsibility of BATA and Caltrans. While the rest of the projects in the RM1 program are not directly under the responsibility of the TBPOC, BATA and Caltrans will continue to report on their progress as an informational item. The RM1 program includes:

Regional Measure 1 Projects	Open to Traffic Status
Interstate 880/State Route 92 Interchange Reconstruction	Open
1962 Benicia-Martinez Bridge Reconstruction	Open
New Benicia-Martinez Bridge	Open
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Open
Richmond-San Rafael Bridge Trestle, Fender & Deck Joint Rehabilitation	Open
Westbound Carquinez Bridge Replacement	Open
San Mateo-Hayward Bridge Widening	Open
State Route 84 Bayfront Expressway Widening	Open
Richmond Parkway	Open

SUMMARY OF MAJOR PROJECT HIGHLIGHTS, ISSUES, AND ACTIONS



Foundation for the Self-Anchored Suspension Bridge Tower



Self-Anchored Suspension Cable Hauling System



Parallel Wire Strands (PWS) Hauled to the Eastbound Anchorage of the Self-Anchored Suspension Bridge

Recent Issues

There have been recent questions raised in news articles questioning Caltrans' testing practices for foundations. Subsequently, following Caltrans' dismissal of a materials testing technician who had inspected foundation piles for the signature single tower of the San Francisco-Oakland Bay Bridge's new East Span, the state Toll Bridge Program Oversight Committee (TBPOC) requested the Seismic Safety Peer Review Panel - which comprises engineering professors and other technical experts - to conduct an independent review of all records from quality assurance inspections of the piles.

Members of the Seismic Safety Peer Review Panel are Dr. Frieder Seible, who is dean of the Jacobs School of Engineering at the University of California at San Diego; Dr. I.M. Idriss, an independent consulting geotechnical engineer and emeritus professor of civil engineering at the University of California at Davis; Dr. John Fisher, professor emeritus of civil engineering at Lehigh University and director emeritus of the ATLSS Engineering Research Center; and structural engineer Joseph Nicoletti, who served as chair of the Engineering and Design Advisory Panel for the Bay Bridge East Span replacement project. Nicoletti also chairs the peer review panel. The TBPOC has consulted with the external Seismic Safety Peer Review Panel on numerous design and construction decisions over the years. **The Seismic Safety Peer Review Panel met in early December 2011, and found no issues with the suspension bridge tower foundation.**

Toll Bridge Seismic Retrofit Program Risk Management

A major element of the 2005 AB144, the law creating the TBPOC, was legislative direction to implement a more aggressive risk management program. Such a program has been implemented in stages over time to ensure development of a robust and comprehensive approach to risk management.

A comprehensive risk assessment is performed for each project in the program on a quarterly basis. Based upon those assessments, a forecast is developed using the average cost of risk. These forecasts can both increase and decrease as risks are identified, resolved or retired. Nonetheless, assurances have been made that the public is informed of the risks that have been identified and the possible expense they could necessitate.

As of the end of the fourth quarter of 2011, the 50 percent probable draw on Program Contingency is \$219 million. The potential draw ranges from about \$130 million to \$300 million.

The \$219 million program contingency balance can be used to cover the costs of identified risks. In accordance with the approved TBSRP Risk Management Plan, risk mitigation actions are continuously developed and implemented to reduce the potential draw on the program contingency.

San Francisco-Oakland Bay Bridge (SFOBB) East Span Seismic Replacement Project SAS Super Structures Contract

The prime contractor constructing the Self-Anchored Suspension (SAS) bridge from the completed Skyway to Yerba Buena Island is a joint venture of American Bridge/Fluor (ABF). Significant progress on the structures is being made both in the Bay Area and around the world.



Yerba Buena Island Transition Structure #1 Westbound Deck Complete

The structural elements of the main tower are now complete with the saddle in place. Just shy of its 525-foot apex, the signature tower will be crowned with a decorative head after the cable is installed early next year. All 28 steel roadway boxes have been erected as of the end of October 2011 along with 19 cross beams, five service platforms, roadway barriers and bike path up to roadway box 11.

These boxes, fabricated in Shanghai, China, join other bridge components that have been arriving from around the country and the world. All bridge components undergo a rigorous quality review by the fabricator, ABF, and Caltrans to ensure that only bridge components that have been built in accordance to the specifications will be shipped. The TBPOC's goal is to open the bridge to traffic in both directions by September 2013.

With installation of all structural elements of the tower and roadway nearing completion, focus is now turning to the placement of the bridge's more than 2.5 - foot in diameter and nearly mile long main cable. The single cable is made up of 137 separate bundled strands which each contain 127 individual pencil thin wires (see diagram on page 26). Each of the 137 bundled strands will be individually pulled by a tramway system from the northeastern end of the bridge, up and over the tower, and around the west end of the bridge before returning over the tower and to the southeastern end of the bridge.

To haul the strands up and around the bridge, a tramway system, similar to a ski lift, is being used to support, haul and place the main cable during installation. Cable strand installation started in December 2011 and will be complete by mid-2012.

Yerba Buena Island Transition Structure #1 Contract

The YBITS #1 contract was awarded to MCM Construction, Inc., the same contractor that completed the Oakland Touchdown (OTD) #1 contract. The MCM contract includes completing the remaining foundations and the bridge deck structure from the Yerba Buena Island Tunnel to the Self-Anchored Suspension (SAS) bridge.

Work is focused on the westbound transition structure's substructure and superstructure from the tunnel to the SAS bridge.

SUMMARY OF MAJOR PROJECT HIGHLIGHTS, ISSUES, AND ACTIONS



Oakland Detour - Westbound Work in Progress

Oakland Detour

The detour realigns the existing bridge approach to the south to allow for construction of the remaining portion of OTD #2 that was in conflict with the existing bridge. The eastbound detour was completed on May 30, 2011. The westbound detour is forecast to open in February 2012. **The detour will require a closure of the bridge in the westbound direction. The closure is currently scheduled for the February 17, 2012 weekend.**

Oakland Touchdown #2 Contract

The OTD #2 contract for construction was advertised in November 2011 and will be awarded in February 2012. Construction will start on April 28, 2012.



Existing San Francisco-Oakland Bay Bridge Cantilever Section to be Dismantled

Existing SFOBB Dismantling

To expedite opening of a new eastbound on ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing bridge will be incorporated into the YBITS #2 contract, while the remaining portions of the existing bridge will be removed by separate contract or contracts yet to be determined.

Antioch Bridge Seismic Retrofit

The major retrofit strategy for the bridge includes installing seismic isolation bearings at each of the 41 piers, strengthening piers 12 through 31 with steel cross-bracing between column bents and installing steel casings at all columns located at the Sherman Island approach slab bridge. **Staff has reported that work is progressing well and seismic safety is forecast to be completed ahead of schedule by May 2012. Project progress is reported on page 40.**



Antioch Bridge - Pier Retrofit within Waterway

Dumbarton Bridge Seismic Retrofit

The Dumbarton bridge is a combination of three bridge types; reinforced concrete slab approaches supported on multiple pile extension columns, precast - prestressed concrete girders, and steel box girders supported on reinforced concrete piers. The retrofit strategy for the bridge includes superstructure and deck modifications and installation of isolation bearings. **Project progress is reported on page 42.**



Existing San Francisco-Oakland Bay Bridge with New Tower in the background at Dusk

Toll Bridge Seismic Retrofit Program Cost Summary (Millions)

	Contract Status	AB 144/SB 66 Budget (August 2005)	TBPOC Approved Changes	Current TBPOC Approved Budget (December 2011)	Cost to Date (December 2011)	Current Cost Forecast (December 2011)	Cost Variance	Cost Status
		a	b	c = a + b	d	e	f = e - c	
SFOBB East Span Seismic Replacement								
Capital Outlay Construction								
Skyway	Completed	1,293.0	(38.9)	1,254.1	1,237.1	1,245.2	(8.9)	●
SAS Marine Foundations	Completed	313.5	(32.6)	280.9	274.8	278.6	(2.3)	●
SAS Superstructure	Construction	1,753.7	293.1	2,046.8	1,626.8	2,084.7	37.9	●
YBI Detour	Completed	131.9	360.9	492.8	466.0	482.8	(10.0)	●
YBI Transition Structures (YBITS)		299.3	(51.5)	247.8	82.1	328.5	80.7	●
YBITS 1	Construction			185.5	82.1	242.4	56.9	●
YBITS 2	Design			59.0	-	82.8	23.8	●
YBITS Landscaping	Design			3.3	-	3.3	-	●
Oakland Touchdown (OTD)		283.8	55.2	339.0	208.7	330.7	(8.3)	●
OTD 1	Completed			212.0	203.0	203.3	(8.7)	●
OTD 2	Design			62.0	-	56.1	(5.9)	●
Detour	Construction			51.0	-	57.3	6.3	●
OTD Electrical Systems	Design			4.4	-	4.4	-	●
Submerged Electric Cable	Completed			9.6	5.7	9.6	-	●
Existing Bridge Demolition	Design	239.2	(0.1)	239.1	-	241.2	2.1	●
*Cantilever Section	Design			-	-	60.4		
*504/288 Sections	Design			-	-	180.8		
Stormwater Treatment Measures	Completed	15.0	3.3	18.3	16.8	18.3	-	●
Other Completed Contracts	Completed	90.4	-	90.4	89.9	90.4	-	●
Capital Outlay Support		959.3	218.0	1,177.3	1,022.5	1,275.3	98.0	●
Right-of-Way and Environmental Mitigation		72.4	-	72.4	51.7	80.4	8.0	●
Other Budgeted Capital		35.1	(3.3)	31.8	0.7	7.7	(24.1)	●
Total SFOBB East Span Replacement		5,486.6	804.1	6,290.7	5,077.1	6,463.8	173.1	
Antioch Bridge Seismic Retrofit								
Capital Outlay Construction and Mitigation	Construction		70.0	70.0	40.9	51.0	(19.0)	●
Capital Outlay Support			31.0	31.0	21.5	34.7	3.7	●
Total Antioch Bridge Seismic Retrofit		-	101.0	101.0	62.4	85.7	(15.3)	
Dumbarton Bridge Seismic Retrofit								
Capital Outlay Construction and Mitigation	Construction		92.7	92.7	30.0	84.9	(7.8)	●
Capital Outlay Support			56.0	56.0	31.2	59.1	3.1	●
Total Dumbarton Bridge Seismic Retrofit		-	148.7	148.7	61.2	144.0	(4.7)	
Other Program Projects		2,268.4	(64.6)	2,203.8	2,162.2	2,192.2	(11.6)	●
Miscellaneous Program Costs		30.0	-	30.0	25.5	30.0	-	●
Net Programmatic Risks		-	-	-	-	77.1	77.1	●
Program Contingency		900.0	(592.2)	307.8	-	89.2	(218.6)	●
Total Toll Bridge Seismic Retrofit Program²		8,685.0	397.0	9,082.0	7,388.4	9,082.0	-	

Toll Bridge Seismic Retrofit Program Schedule Summary (Millions)

	AB144/SB 66 Project Completion Schedule Baseline (July 2005)	TBPOC Approved Changes (Months)	Current TBPOC Approved Completion Schedule (December 2011)	Current Completion Forecast (December 2011)	Schedule Variance (Months)	Schedule Status	Remarks/Notes
	g	h	i = g + h	j	k = j - i	l	
SFOBB East Span Seismic Replacement							
Contract Completion							
Skyway	Apr 2007	8	Dec 2007	Dec 2007	-	●	See Page 26
SAS Marine Foundations	Jun 2008	(5)	Jan 2008	Jan 2008	-	●	See Page 16
SAS Superstructure	Mar 2012	29	Aug 2014	Aug 2014	-	●	See Page 17
YBI Detour	Jul 2007	41	Dec 2010	Oct 2010	(2)	●	See Page 15
YBI Transition Structures (YBITS)	Nov 2013	27	Feb 2016	Feb 2016	-		See Page 16
YBITS 1			Dec 2013	Dec 2013	-	●	
YBITS 2			Feb 2016	Feb 2016	-	●	
YBITS Landscaping			TBD	TBD	-	●	
Oakland Touchdown	Nov 2013	10	Sep 2014	Sep 2014	-		See Page 31
OTD 1			Jun 2010	Jun 2010	-	●	
OTD 2			Sep 2014	Sep 2014	-	●	
OTD Electrical Systems			TBD	TBD	-	●	
Submerged Electric Cable			Jan 2008	Jan 2008	-	●	
Existing Bridge Demolition	Sep 2014	15	Dec 2015	TBD	-	●	
Stormwater Treatment Measures	Mar 2008		Mar 2008	Mar 2008	-	●	
SFOBB East Span Bridge Opening and Other Milestones							
Westbound Seismic Safety Open	Sep 2011	27	Dec 2013	Sep 2013	(3)	●	
Eastbound Seismic Safety Open	Sep 2012	15	Dec 2013	Sep 2013	(3)		
Oakland Detour Eastbound Open			May 2011	May 2011	-	●	
Oakland Detour Westbound Open			Feb 2012	Feb 2012	-	●	
OTD Westbound Access			Aug 2009	Aug 2009	-	●	
YBI Detour Open			Sep 2009	Sep 2009	-	●	See Page 13
Antioch Bridge Seismic Retrofit							
Contract Completion			Jun 2012	Jun 2012	-	●	See Page 38
Seismic Safety Completion						●	
Dumbarton Bridge Seismic Retrofit							
Contract Completion			Sep 2013	Sep 2013	-	●	See Page 40
Seismic Safety Completion						●	

● Within approved schedule and budget

● Identified potential project risks that could significantly impact approved schedules and budgets if not mitigated

● Known project impacts with forthcoming changes to approved schedules and budgets

⁽¹⁾ Figures may not sum up to totals due to rounding effects.

⁽²⁾ Construction administration of the OTD Detour is under the YBITS#1 contract.

⁽³⁾ Construction administration of the Cantilever segment will be under the YBITS#2 contract.





Parallel Wire Strand (PWS) Cables at the Westbound East End Roadway Box

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge Seismic Retrofit Strategy

When a 250-ton section of the upper deck of the East Span collapsed during the 7.1-magnitude Loma Prieta Earthquake in 1989, it was a wake-up call for the entire Bay Area. While the East Span quickly reopened within a month, a critical question lingered: How could the Bay Bridge - a vital regional lifeline structure - be strengthened to withstand the next major earthquake? Seismic experts from around the world determined that to make each separate element seismically safe on a bridge of this size, the work must be divided into numerous projects. Each project presents unique challenges. Yet there is one common challenge - the need to accommodate the more than 280,000 vehicles that cross the bridge each day.



West Approach Overview

West Approach Seismic Replacement Project

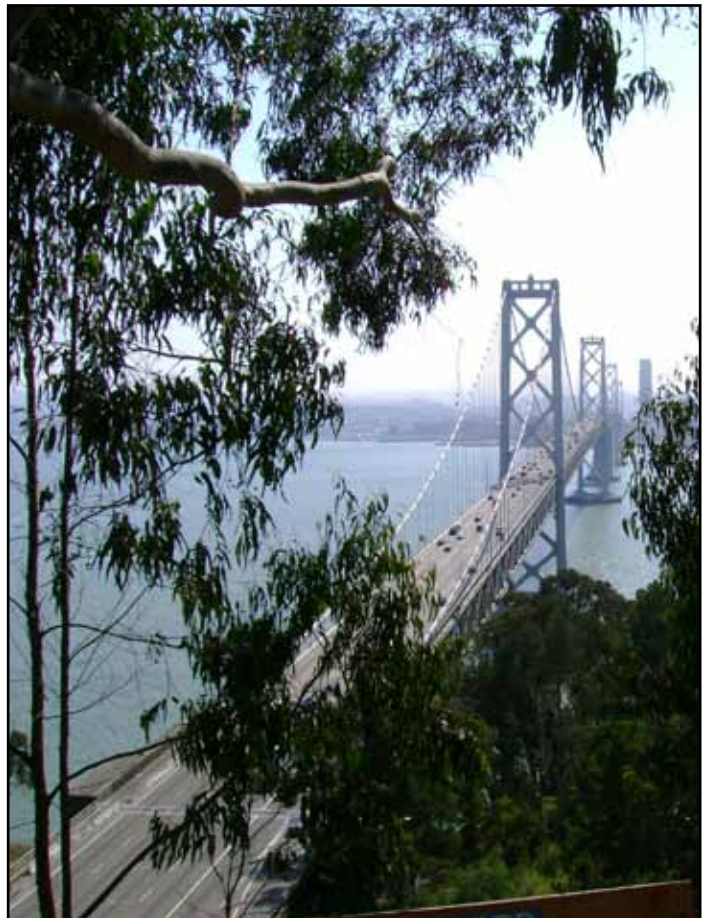
Project Status: Completed 2009

Seismic safety retrofit work on the West Approach in San Francisco, bounded on the west by 5th Street and on the east by the anchorage of the west span at Beale Street, involved completely removing and replacing this one-mile stretch of Interstate 80, as well as six on- and off-ramps within the confines of the West Approach's original footprint. This project was completed on April 8, 2009.

West Span Seismic Retrofit Project

Project Status: Completed 2004

The West Span lies between Yerba Buena Island and San Francisco and is made up of two complete suspension spans connected at a center anchorage. Retrofit work included adding massive amounts of steel and concrete to strengthen the entire West Span, along with new seismic shock absorbers and bracing.



San Francisco-Oakland Bay Bridge West Span



East Span Seismic Replacement Project

Project Status: **In Construction**

Rather than a seismic retrofit, the two-mile long East Span is being completely rebuilt. When completed, the new East Span will consist of several different sections, but will appear as a single streamlined span. The eastbound and westbound lanes of the East Span will no longer include upper and lower decks. The lanes will instead be parallel, providing motorists with expansive views of the bay. These views will also be enjoyed by bicyclists and pedestrians, thanks to a new bike path on the south side of the bridge that will extend all the way to Yerba Buena Island. The new span will be aligned north of the existing bridge to allow traffic to continue to flow on the existing bridge as crews build the new span.

The new span will feature the world's longest Self-Anchored Suspension (SAS) bridge that will be connected to an elegant roadway supported by piers (Skyway), which will gradually slope down toward the Oakland shoreline (Oakland Touchdown). A new transition structure on Yerba Buena Island (YBI) will connect the SAS to the YBI Tunnel and will transition the East Span's side-by-side traffic to the upper and lower decks of the tunnel and West Span.

When construction of the new East Span has been completed and vehicles have been safely rerouted to it, the original East Span will be demolished.



Architectural Rendering of the New East Span of the San Francisco-Oakland Bay Bridge



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Summary

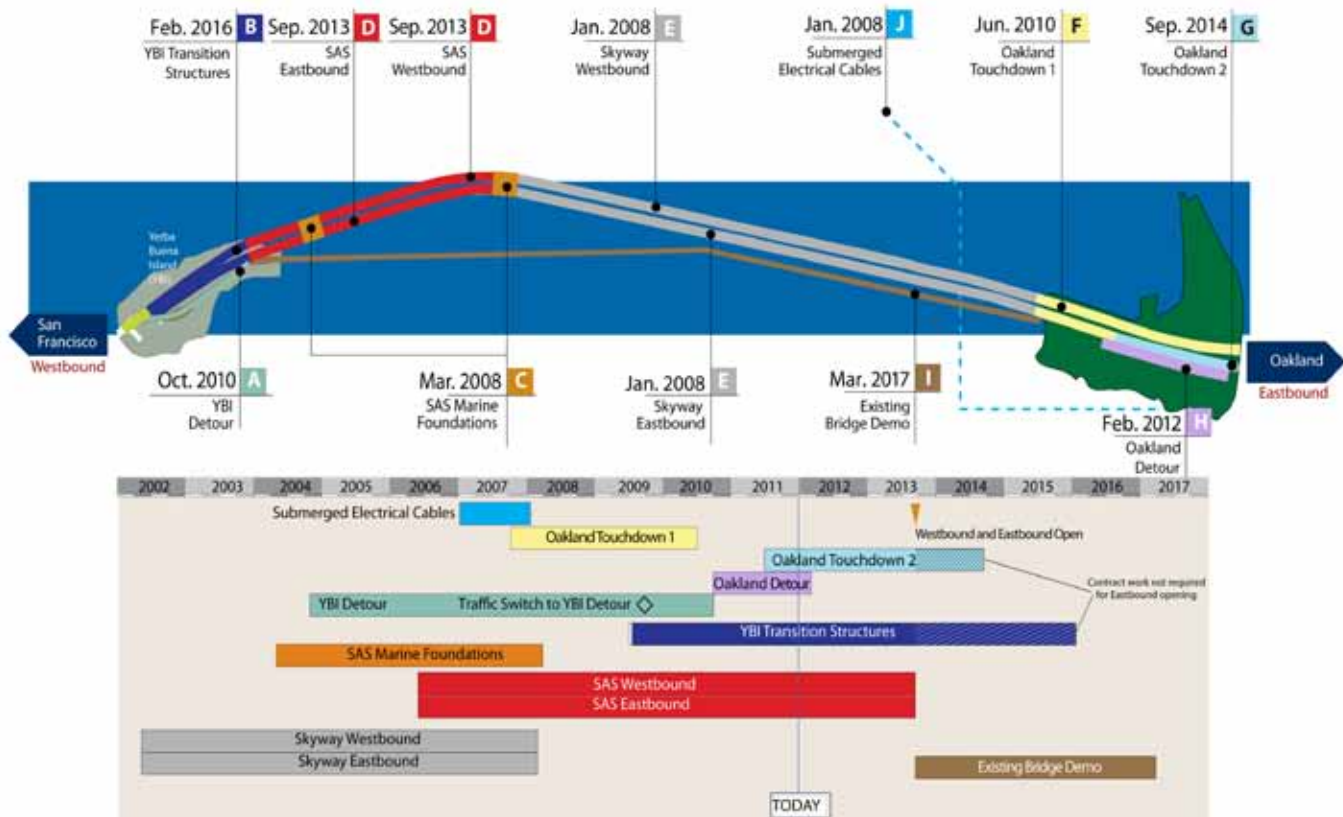
The new East Span bridge can be split into four major components - the Skyway and the Self-Anchored Suspension bridge in the middle and the Yerba Buena Island Transition Structure and Oakland Touchdown approaches at either end. Each component is being constructed by one to three separate contracts that have been sequenced together to reduce schedule risk.

Highlighted below are the major East Span contracts and their schedules. The letter designation before each contract corresponds to contract descriptions in the report.



Overview of the San Francisco-Oakland Bay Bridge East Span Construction Progress

SFOBB East Span Work Sequence



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Yerba Buena Island Detour (YBID)

As with all of the Bay Bridge's seismic retrofit projects, crews built the Yerba Buena Island Detour Structure (YBID) without disrupting traffic. To accomplish this task, YBID eastbound and westbound traffic was shifted off the existing roadway and onto a temporary detour on Labor Day weekend 2009. Drivers will use this detour, just south of the original roadway, until traffic is moved onto the new East Span.

A YBID Contract

Contractor: C.C. Myers, Inc.

Approved Capital Outlay Budget: \$492.8 M

Status: Completed October 2010

This contract was originally awarded in early 2004 to construct the detour structure for the planned 2006 opening of the new East Span. Because of a lack of funding, the SAS Superstructure contract was re-advertised in 2005 and the opening was rescheduled to 2013. To better integrate the contract into the current East Span schedule and to improve seismic safety and mitigate future construction risks, the TBPOC approved a number of changes to the contract, including adding the deck replacement work near the tunnel that was rolled into place over Labor Day weekend 2007 advancing future transition structure foundation work and making design enhancements to the temporary detour structure. These changes increased the budget and forecast for the contract to cover the revised project scope and reduce project risks.



YBID East Tie-In Rolled in on Labor Day 2009 Weekend



West Tie-In Phase #1 Rolled in on Labor Day Weekend 2007

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Yerba Buena Island Transition Structures (YBITS)

The new Yerba Buena Island Transition Structures contract (YBITS) will connect the new SAS bridge span to the existing Yerba Buena Island Tunnel, transitioning the new side-by-side roadway decks to the upper and lower decks of the tunnel. The new structures will be cast-in-place reinforced concrete structures that will look very similar to the already constructed Skyway structures. While some YBITS foundations and columns have been advanced by the YBID contract, the remaining work will be completed under three separate YBITS contracts.

B YBITS #1 Contract

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$185.5 M

Status: 50% Complete as of December 2011

The YBITS #1 contract will construct the mainline roadway structure from the SAS bridge to the YBI tunnel. On February 4, 2010, Caltrans awarded the YBITS #1 contract to MCM Construction, Inc.

Status: Construction of the eastbound and westbound footings and columns is complete. Work is 90% complete on the westbound roadway deck and the remaining 10% will be completed by February 2012. The eastbound falsework fabrication started in October 2011 and installation began in late December 2011. Westbound post tensioning started in December 2011 and will be completed in January 2012.

YBITS #2 Contract

Contractor: TBD

Approved Capital Outlay Budget: \$59.0 M

Status: In Design

The YBITS #2 contract will demolish the detour viaduct after all traffic is shifted to the new bridge and will construct a new eastbound on-ramp to the bridge in its place. The new ramp will also provide the final link for bicycle/pedestrian access off the SAS bridge onto Yerba Buena Island. To expedite opening of a new eastbound on-ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing bridge will be incorporated into the YBITS #2 contract, while the remaining portions of the existing bridge will be removed by separate contract or contracts yet to be determined. YBITS #2 cantilever truss will be advertised in March 2012.

YBITS Landscaping Contract

Contractor: TBD

Approved Capital Outlay Budget \$3.3 M

Status: In Design

Upon completion of the YBITS work, a follow-on landscaping contract will be executed to replant and landscape the area.





YBITS #1 Westbound Roadway Deck Progress



YBITS #1 Westbound Tensioning of the Roadway Deck



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Self-Anchored Suspension (SAS) Bridge

If one single element bestows world class status on the new Bay Bridge East Span, it is the Self-Anchored Suspension (SAS) bridge. This engineering marvel will be the world's largest SAS span at 2,047 feet in length, as well as the first bridge of its kind built with a single tower.

The SAS was separated into three separate contracts - construction of the land-based foundations and columns at pier W2; construction of the marine-based foundations and columns at piers T1 and E2; and construction of the SAS steel superstructure, including the tower, roadway, and cabling. Construction of the foundations at pier W2 and at piers T1 and E2 was completed in 2004 and 2007, respectively.



Aerial View of the Self-Anchored Suspension Bridge with Shear-Leg Crane Barge Hoisting Final Roadway Box into Place

SAS Land Foundation Contract

Contractor: West Bay Builders, Inc.
Approved Capital Outlay Budget: \$26.4 M
Status: Completed October 2004

The twin W2 columns on Yerba Buena Island provide essential support for the western end of the SAS bridge, where the single main cable for the suspension span will extend down from the tower and wrap around and under the western end of the roadway deck. Each of these huge columns required massive amounts of concrete and steel and are anchored 80 feet into the island's solid bedrock.

C SAS Marine Foundations Contract

Contractor: Kiewit/FCI/Manson, Joint Venture
Approved Capital Outlay Budget: \$280.9 M
Status: Completed January 2008

Construction of the piers at E2 and T1 (see rendering on facing page) required significant on-water resources to drive the foundation support piles down, not only to bedrock, but also through the bay water and mud.

The T1 foundation piles extend 196 feet below the waterline and are anchored into bedrock with heavily reinforced concrete rock sockets that are drilled into the rock. Driven nearly 340 feet deep, the steel and concrete E2 foundation piles were driven 100 feet deeper than the deepest timber piles of the existing east span in order to get through the bay mud and reach solid bedrock.



D SAS Superstructure Contract

Contractor: American Bridge/Fluor Enterprises, Joint Venture

Approved Capital Outlay Budget: \$2.05 B

Status: **80% Complete as of December 2011**

The SAS bridge is not just another suspension bridge. Rising 525 feet above mean sea level and embedded in rock, the single-tower SAS span is designed to withstand a massive earthquake. Traditional main cable suspension bridges have twin cables with smaller suspender cables connected to them. While there will appear to be two main cables on the SAS, there will actually only be a single continuous cable. This single cable will be anchored within the eastern end of the roadway, carried over the tower and then wrapped around the two side-by-side decks at the western end.

The single-steel tower is made up of four separate legs connected by shear link beams which function much like a fuse in an electrical circuit. These beams will absorb most of the impact from an earthquake, preventing damage to the tower legs.

The next several pages highlight the construction sequence of the SAS and are followed by detailed updates on specific construction activities.



Architectural Rendering of New Self-Anchored Suspension Span and Skyway

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Self-Anchored Suspension (SAS) Construction Sequence

STEP 1 - CONSTRUCT TEMPORARY SUPPORT STRUCTURES

All temporary support foundations and structures completed in September 2010 between the Skyway and Yerba Buena Island to support the westbound and eastbound roadway box erections.



STEP 2 - INSTALL ROADWAYS

All 28 roadway boxes have been erected as of the end of October 2011.

Status: Counterweights concrete placement was completed in early December 2011. Final bolting of service platforms, crossbeams and roadway decks continues. Roadway boxes 12, 13 and 14 eastbound and westbound seam welding will be completed in January 2012 along with roadway boxes 13 and 14 inboard and outboard barrier installation. Bike path handrail installation started in mid-December and will be completed in January 2012.



STEP 3 - INSTALL TOWER

All tower legs, tower grillage and tower saddle were erected using the self-rising crane as of mid-May 2011. The tower head will be installed after cable erection has been completed in 2012.

Status: Tower bolting is complete and work on the base shear plate continues and will be complete in January 2012.



STEP 4 - MAIN CABLE AND SUSPENDER INSTALLATION

The main cable pull started December 2011 from the east end of the westbound roadway deck over the tower saddle, wrapped around pier W2 returning back to the tower saddle to the east end of eastbound roadway deck where it will be anchored. Suspender cables will be added after all 137 cable bundles have been pulled to lift the roadway deck off the temporary support structure.

Status: The parallel wire strand (PWS) cable haul began in late December 2011 and will be completed in mid-2012.



Step 4

STEP 5 - WESTBOUND AND EASTBOUND SEISMIC SAFETY OPENING

The new bridge will now open simultaneously in both the westbound and eastbound directions in September 2013.

Status: The Yerba Buena Island Transition Structure (YBITS) #1 is currently in progress and the Oakland Touchdown Detour (OTD) #2 will begin construction on April 18, 2012. The Self-Anchored Suspension (SAS) segment of the bridge will be ready for seismic safety opening by September 2013.



Step 5



Aerial View of the Self-Anchored Suspension Bridge with Shear-Leg Barge Crane Hoisting the Final Roadway Box to Complete the Self-Anchored Suspension Bridge Deck

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Self-Anchored Suspension (SAS) Superstructure Fabrication Activities

Roadway and Tower Segments

Like giant three-dimensional jigsaw puzzles, the roadway and tower lifts of the SAS bridge are hollow steel shells that are internally strengthened and stiffened by a highly engineered network of welded steel ribs and diaphragms. The use of steel in this manner allows for a strong and yet relatively light and flexible structure to withstand the massive loads placed on the bridge during seismic events.

All components undergo a rigorous quality review by ZPMC, ABF, and Caltrans to ensure that only bridge components that have been built according to contract specifications will be shipped.

Roadway Box Fabrication Status: Roadway boxes 1 through 14 east and west have all been fabricated and delivered to the job site.

Tower Fabrication Status: All tower components have been fabricated and were delivered to the job site in June 2011.

Cables and Suspenders

One continuous main cable will be used to support the roadway deck of the SAS bridge. The main cable will be anchored within the westbound and eastbound roadway boxes at the east end of the SAS near pier E2, then extend west over the northeast saddle towards the tower saddle at T1. It will then loop around pier W2 westbound deviation saddle, extend through the jacking beam saddle and extend around the eastbound deviation saddle at W2 over the tower saddle at T1 again to the south east saddle and finally anchor within the eastbound roadway box near pier E2. The main cable is made up of 137 bundles of wire strands and a number of smaller suspender cables will connect the roadway decks to the main cable.

Status: All main cable strands have been fabricated and delivered to the job site and stored at Pier 7 in Oakland. The cable bands were shipped to the job site and arrived in November 2011. The 75mm suspender cables are complete and are at the jobsite. The last of the 90mm suspender cables have been completed and shipped in December 2011.



Off Loading the Final Four Roadway Boxes at Pier 7 in Oakland

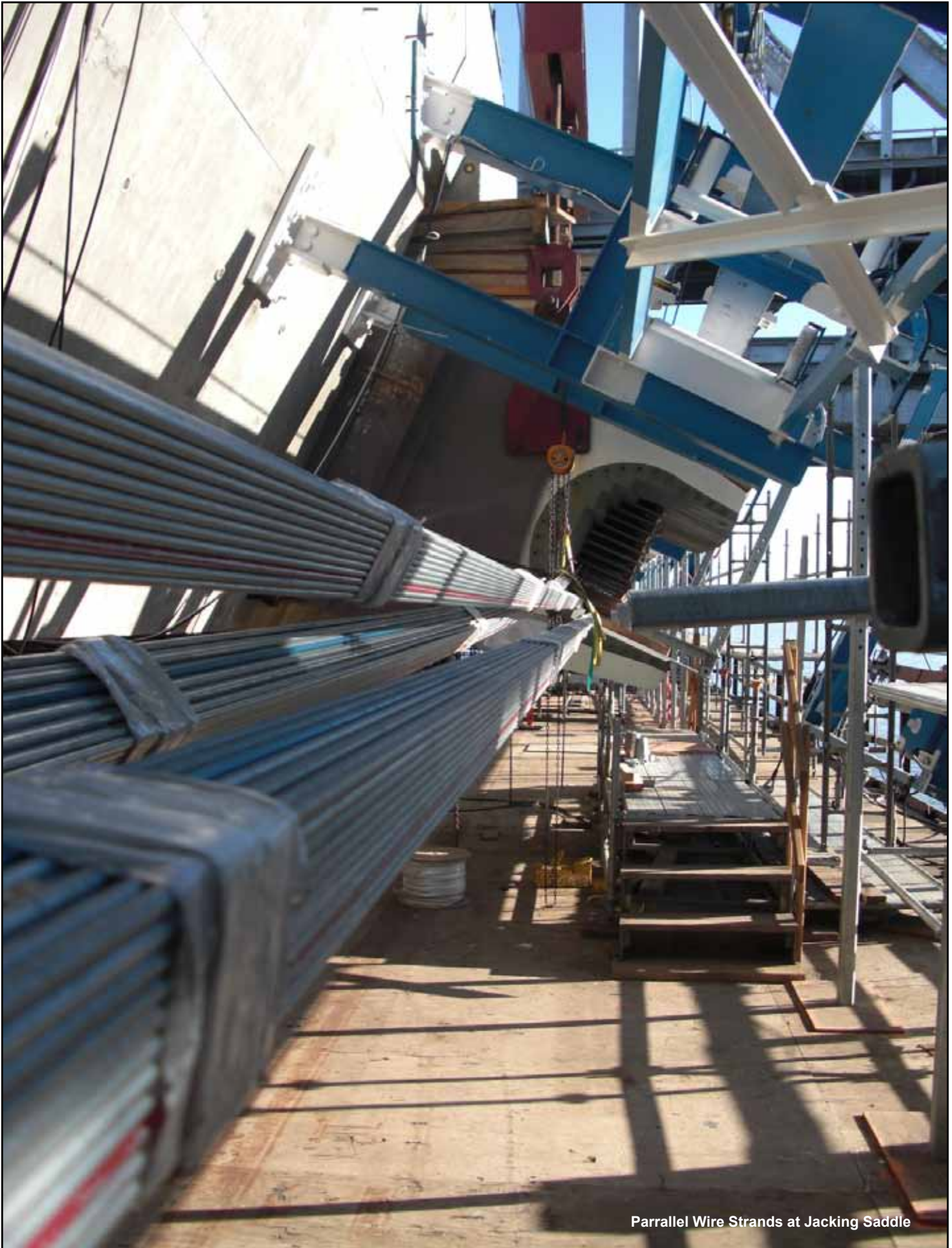
Saddles, Bearings, Hinges, and Other Bridge Components

The mounts on which the main cable and suspender ropes will sit are solid steel castings. Castings for the main cable saddles were made by Japan Steel Works, while the cable bands and brackets are being made by Goodwin Steel in the United Kingdom.

The bridge bearings and hinges that support, connect, and transfer loads from the Self-Anchored Suspension (SAS) Span to the adjoining sections of the new east span are being fabricated in a number of locations. Work on the bearings is being performed in Pennsylvania, USA and Hochang, South Korea, while hinge pipe beams are being fabricated in Oregon, USA.

Status: The Hinge K pipe beams have been fabricated and installed. Hinge A seismic expansion joints are in fabrication and are currently scheduled for completion in February 2012. The SAS traveler rails and the Skyway bike path railings and crushable zone arrived in early December 2011. The anchor rods have been installed in roadway boxes 13 east and west. Mechanical, electrical and piping installation is ongoing on the SAS Deck and the tower.





Parallel Wire Strands at Jacking Saddle

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities

With installation of all structural elements of the tower and roadway nearing completion, focus is now turning to the placement of the bridge's more than 2.5 - foot in diameter and nearly mile long main cable. The single cable is made up of 137 separate bundled strands which contain 127 individual pencil thin wires. Each of the 137 bundled strands will be individually pulled by a tramway system from the northeastern end of the bridge, up and over the tower, and around the west end of the bridge before returning over the tower and to the southeastern end of the bridge (see figure on page 24).

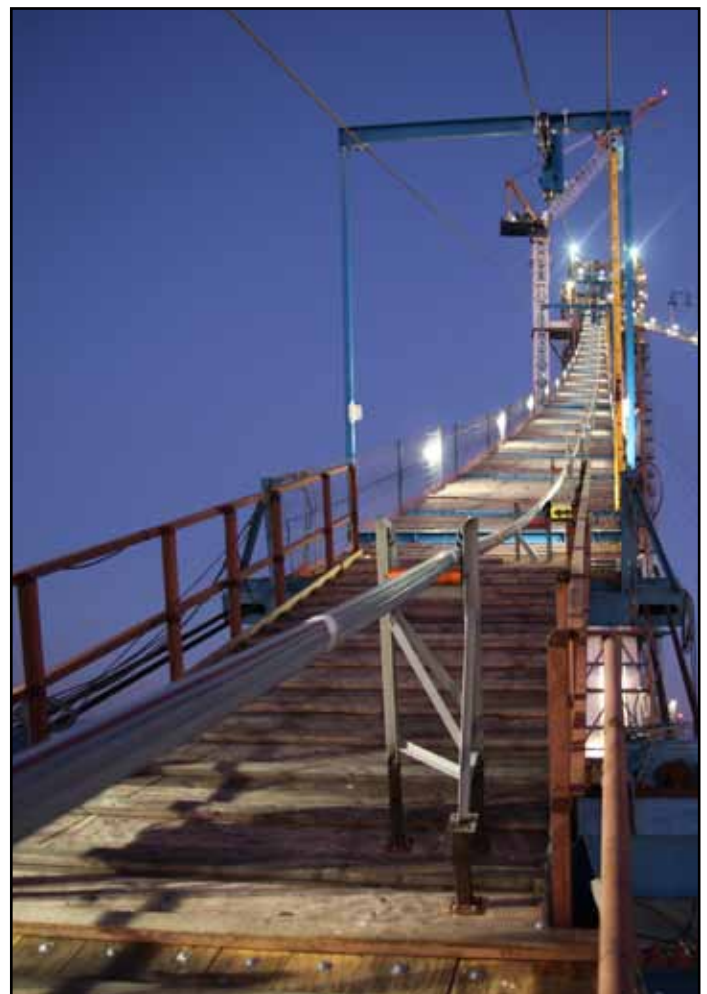
Status: Workers installed the orange-colored 12-foot-wide catwalks from the roadway to the top of the tower in August 2011. The catwalks have provided workers with safe access during the installation of the hauling system, tramway system and now during the hauling of the main cable strands.

Because the bridge is asymmetric with a longer span to the east than to the west, the tower has been pulled back 20 inches to the west so that the tower will return to a plumb position when the weight of the heavier east side of the bridge is transferred to the main cable. The tower pull back was completed in September 2011.

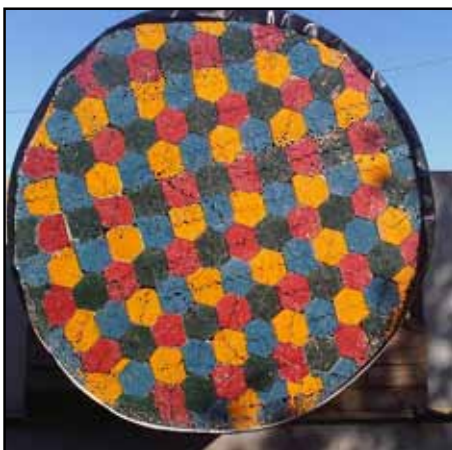
To haul the cable strands up and around the bridge, a tramway system, similar to a ski lift, is being used to support, haul and place the main cable. The cable hauling started on December 21, 2011 and is scheduled for completion by mid 2012.



Parallel Wire Strand Anchor Rods



The Self-Anchored Suspension Bridge First Parallel Wire Strand (PWS) Placement Tramway System on the Back Span Catwalk



Sample of 137 Cable Band Compaction Testing Performed at Pier 7 in Oakland





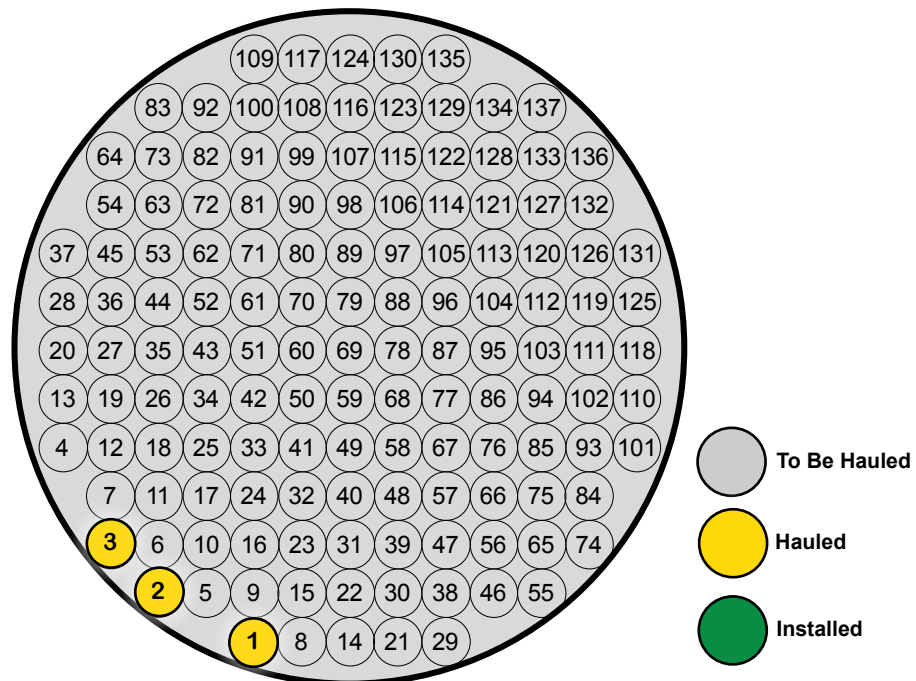
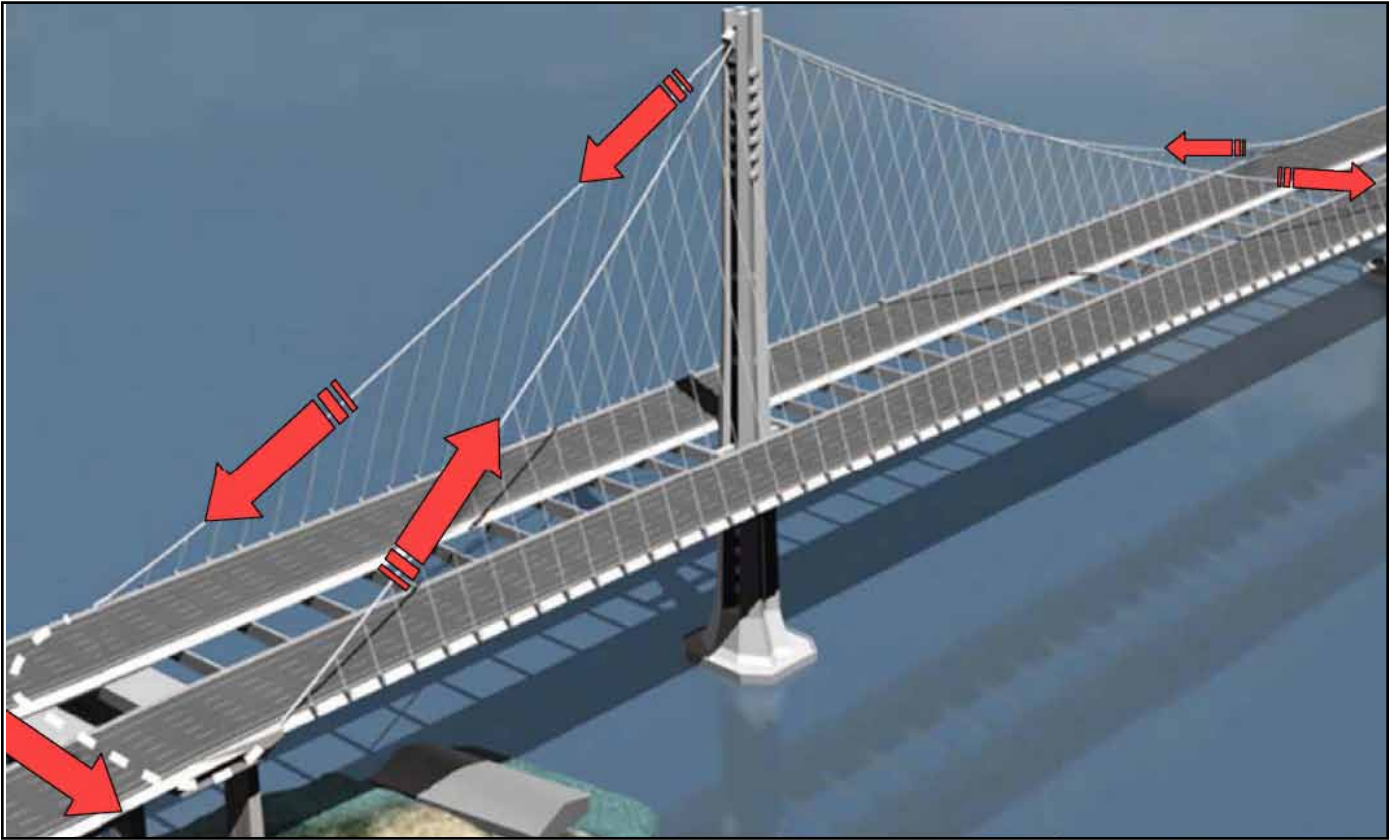
Checking Connection of Haul Rope & Haul Frame Prior to Hauling PWS



Southeast Deviation Saddle First Cable Strand Being Placed in Position

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities

Cable Hauling System

The 137 strands will be hauled up and around the self-anchored suspension span by a custom tramway system similar to a ski lift. Each strand will be brought to the bridge on spools (1) that are unwound and attached to a tram lift pulling arm (2) to be pulled around the bridge. The strand is pulled by the pulling arm starting at the northeast corner of the bridge up (3) and down the tower and around the west end of the bridge before returning over the tower to the southeast end corner of the bridge (4).



(1) Strand Spool Feeding Strand to Cable Trolley Frame



(2) Connecting the Cable Strand Trolley Frame to the Strand Lead Socket



(3) Trolley Frame and Strand Being Hauled up toward the Tower



(4) Strand Haul Complete at Eastbound Anchorage Area

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Skyway

The Skyway, which comprises much of the new East Span, will drastically change the appearance of the Bay Bridge. Replacing the gray steel that currently cages drivers, a graceful, elevated roadway supported by piers will provide sweeping views of the bay.

E Skyway Contract

Contractor: Kiewit/FCI/Manson, Joint Venture

Approved Capital Outlay Budget: \$1.25 B

Status: Completed March 2008

Extending for more than a mile across Oakland mudflats, the Skyway is the longest section of the East Span. It sits between the new Self-Anchored Suspension (SAS) span and the Oakland Touchdown. In addition to incorporating the latest seismic-safety technology, the side-by-side roadway decks of the Skyway feature shoulders and lane widths built to modern standards.

The Skyway's decks are composed of 452 pre-cast concrete segments (standing three stories high), containing approximately 200 million pounds of structural steel, 120 million pounds of reinforcing steel, 200 thousand linear feet of piling and about 450 thousand cubic yards of concrete. These are the largest segments of their kind ever cast and were lifted into place by custom-made winches.

The Skyway marine foundation consists of 160 hollow steel pipe piles measuring eight feet in diameter and dispersed among 14 sets of piers. The 365-ton piles were driven more than 300 feet into the deep bay mud. The new East Span piles were battered or driven in at an angle, rather than vertically, to obtain maximum strength and resistance.

Designed specifically to move during a major earthquake, the Skyway features several state-of-the-art seismic safety innovations, including 60-foot-long hinge pipe beams. These beams will allow deck segments on the Skyway to move, enabling the deck to withstand greater motion and to absorb more earthquake energy.



Skyway on the left and Existing Bridge on the Right Looking East toward Oakland



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Oakland Touchdown

When completed, the Oakland Touchdown (OTD) structures will connect Interstate 80 in Oakland to the new side-by-side decks of the new East Span. For westbound drivers, the OTD will be their introduction to the graceful new East Span. For eastbound drivers from San Francisco, this section of the bridge will carry them from the Skyway to the East Bay, offering unobstructed views of the Oakland hills.

The OTD approach structures to the Skyway will be constructed in three phases. The first phase, constructed under the OTD #1 contract, built the new westbound approach structure. Due to physical constraints with the existing bridge, OTD #1 was only able to construct a portion of the eastbound approach. To facilitate opening the bridge in both directions at the same time, the current phase of work, performed by the Oakland Detour contractor, is widening the upper deck of the Oakland end of the existing bridge to allow for a traffic shift to the north that removes the physical constraint to completing the eastbound structure. The third phase, to be constructed by a future OTD #2 contract, will complete the eastbound lanes and provide the traffic switch to the new structure in both directions. This will allow the bridge to open simultaneously in both directions.

F Oakland Touchdown #1 Contract

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$212.0 M

Status: Completed June 2010

The OTD #1 contract constructed the entire 1,000-foot-long westbound approach from the toll plaza to the Skyway. When open to traffic, the westbound approach structure will provide direct access to the westbound Skyway. In the eastbound direction, the contract constructed a portion of the eastbound structure and all of the eastbound foundations that are not in conflict with the existing bridge.

Status: MCM Construction, Inc. completed OTD #1 westbound and eastbound phase 1 on June 8, 2010.

G Oakland Touchdown #2 Contract

Contractor: TBD

Approved Capital Outlay Budget: \$62.0 M

Status: In Design

The OTD #2 contract will complete the eastbound approach structure from the end of the Skyway to Oakland. This work is critical to the eastbound opening of the new bridge by September 2013.

Status: The TBPOC has approved an acceleration plan that will construct a detour at the Oakland end of the bridge to allow for expedited construction of the OTD #2 contract. OTD #2 was advertised in November and will be awarded in February 2012. Construction will begin on April 28, 2012.



Oakland Touchdown Detour Westbound Widening

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Oakland Detour

H Oakland Detour

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$51.0 M

Status: **88% Complete as of December 2011**

To ensure a simultaneous eastbound and westbound opening of the bridge **by September 2013**, the TBPOC has approved an acceleration plan that will construct a detour at the Oakland end of the bridge to allow for expedited construction of the OTD #2 contract. The detour realigns the existing bridge approach to the south to allow for construction of the remaining portion of OTD that was in conflict with the existing bridge.

Status: The westbound detour construction foundations and pier walls are complete with the exception of one wall. The westbound detour is forecast to be completed in early February 2012, pending weather or construction delays.



Oakland Detour Westbound Widening Exterior Structural Support Wall



Oakland Detour Westbound Widening Structural Support Walls



Aerial View of the Eastbound Oakland Detour with the EBMUD Outfall Crossing Structure on the right, the Relocated Clear Channel Sign and the Westbound Oakland Detour under Construction



Westbound Foundation Hydraulic Jacking Support

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Existing East Span Bridge Demolition

Existing East Span Demolition

Contractor: TBD

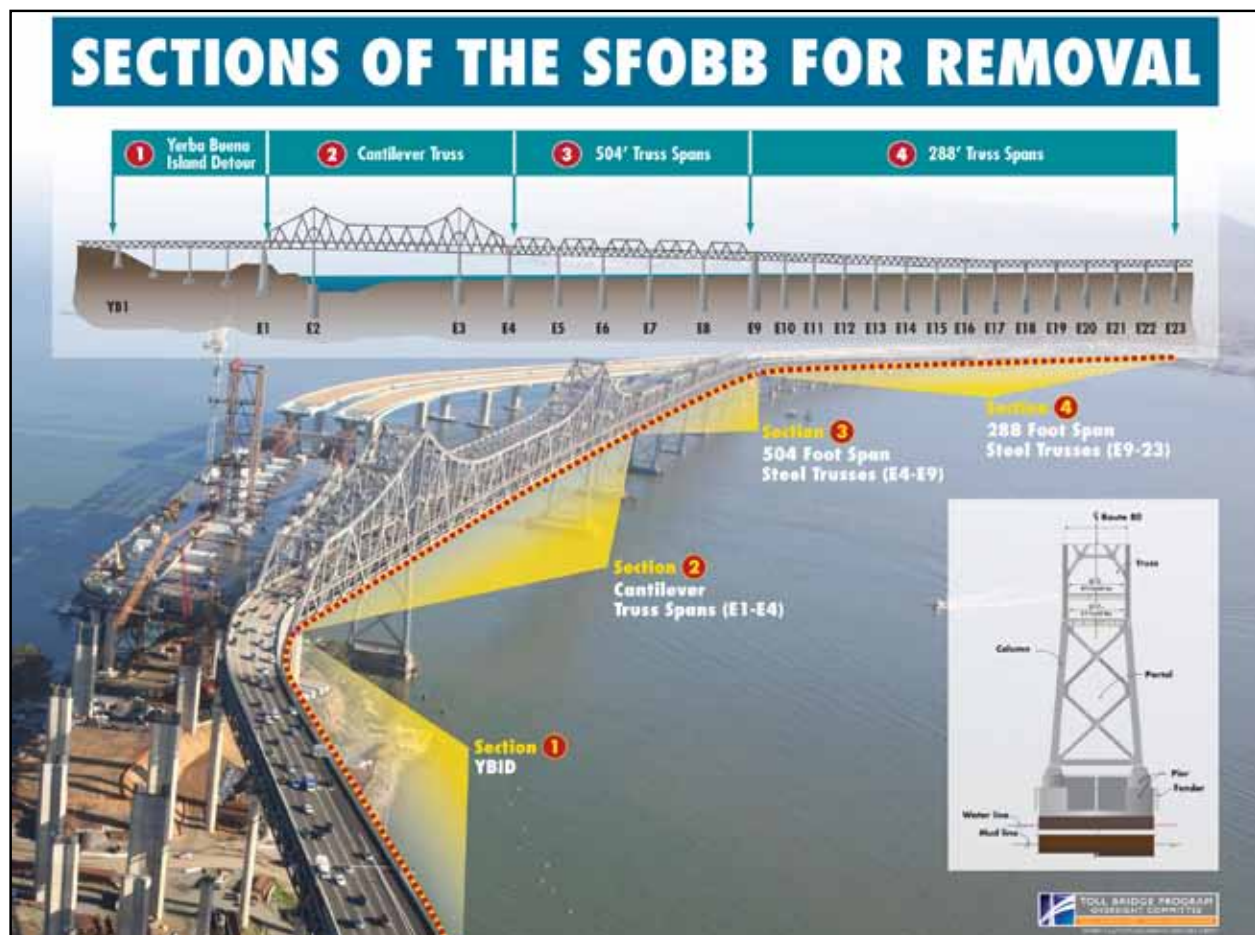
Approved Capital Outlay Budget: \$239.1 M

Status: In Design

Design work on the demolition of the existing bridge has started. The current plan is to complete the environmental clearance by the end of January 2012, obtain all permits by the end of February 2012, advertise the YBITS #2 contract in March 2012 and award in August 2012. To expedite opening of a new eastbound on-ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing east span of the bridge will be incorporated into the YBITS #2 contract, while the remaining portions will be removed by separate contract or contracts yet to be determined for the superstructure and marine foundations.



Dismantling Scope Included in the Future YBITS#2 Contract - YBI Detour at left, E-1 center, Cantilever at right



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

San Francisco-Oakland Bay Bridge East Span Replacement Project Other Contracts

A number of contracts needed to relocate utilities, clear areas of archeological artifacts, and prepare areas for future work have already been completed. The last major contract will be the eventual demolition and removal of the existing bridge, which by that time will have served the Bay Area for nearly 80 years. Following is a status of some the other East Span contracts.

J Electrical Cable Relocation

Contractor: Manson Construction

Approved Capital Outlay Budget: \$9.6 M

Status: Completed January 2008

A submerged cable from Oakland that is close to where the new bridge will touch down supplies electrical power to Treasure Island. To avoid any possible damage to the cable during construction, two new replacement cables were run from Oakland to Treasure Island. The extra cable was funded by the Treasure Island Development Authority.



Archeological Investigations

Yerba Buena Island Substation

Contractor: West Bay Builders

Approved Capital Outlay Budget: \$11.6 M

Status: Completed May 2005

This contract relocated an electrical substation just east of the Yerba Buena Island Tunnel in preparation for the new East Span.



New YBI Electrical Substation



Stormwater Treatment Measures

Contractor: Diablo Construction, Inc.
 Approved Capital Outlay Budget: \$18.3 M
 Status: Completed December 2008

The Stormwater Treatment Measures contract implemented a number of best practices for the management and treatment of stormwater runoff. Focused on the areas around and approaching the toll plaza, the contract added new drainage and built new bio-retention swales and other related constructs.



Stormwater Retention Basin

East Span Interim Seismic Retrofit

Contractors: 1) California Engineering
 2) Balfour Beatty
 Approved Capital Outlay Budget: \$30.8 M
 Status: Completed October 2000

After the 1989 Loma Prieta Earthquake, and before the final retrofit strategy was determined for the East Span, Caltrans completed an interim retrofit of the existing bridge to prevent a catastrophic collapse of the bridge should a similar earthquake occur before the East Span was completely replaced. The interim retrofit was performed under two separate contracts that lengthened pier seats, added some structural members, and strengthened areas of the bridge so they would be more resilient during an earthquake.



Existing East Span of the San Francisco-Oakland Bay Bridge

Pile Installation Demonstration

Contractor: Manson and Dutra, Joint Venture
 Approved Capital Outlay Budget: \$9.3 M
 Status: Completed December 2000

While large-diameter battered piles are common in offshore drilling, the new East Span is one of the first bridges to use them in its foundations. To minimize project risks and build industry knowledge, a pile installation demonstration project was initiated to prove the efficacy of the proposed technology and methodology. The demonstration was highly successful and helped result in zero contract change orders or claims for pile driving on the project.



Battered Pile Installation Demonstration

TOLL BRIDGE SEISMIC RETROFIT PROGRAM Risk Management Program Update

POTENTIAL DRAW ON PROGRAM RESERVE (PROGRAM CONTINGENCY)

As of the end of the fourth quarter of 2011, the 50 percent probable draw on Program Contingency is \$219 million. The potential draw ranges from about \$130 million to \$300 million.

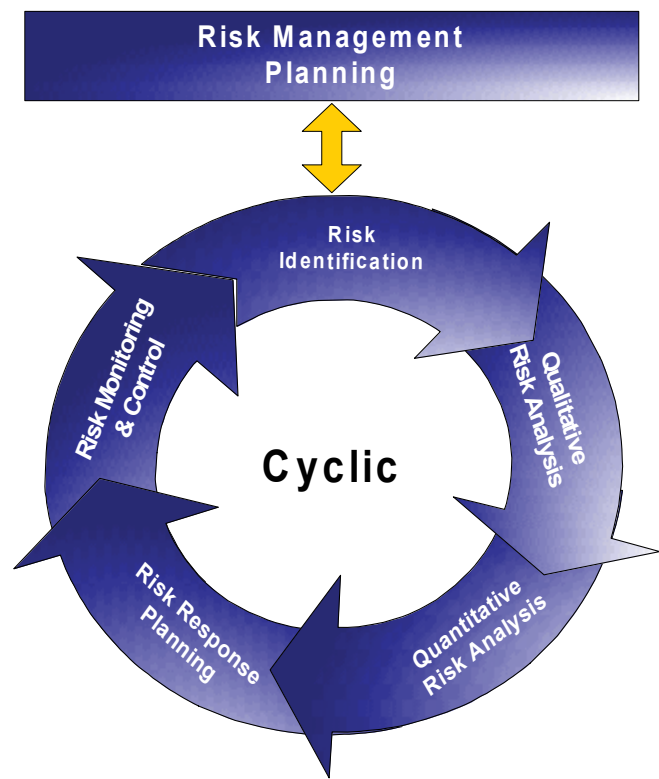
The current Program Contingency balance is sufficient to cover the cost of currently identified risks. In accordance with the approved TBSRP Risk Management Plan, risk mitigation actions are continuously developed and implemented to reduce the potential draw on the Program Contingency.

RISK MANAGEMENT DEVELOPMENTS

The 50 percent probable remaining Program Contingency Balance (i.e., the approved TBPOC Program Contingency Balance less the 50 percent Probable Draw) did not change noticeably this quarter. Reductions in the cost of risk were generally offset by contract change orders that mitigated or eliminated risks.

Cost and schedule risks on the SAS and YBITS #1 contracts trended downward this quarter primarily due to progress made with completion of the bridge deck installation, YBITS#1 contract acceleration, and the transfer of Hinge K work to the SAS contract. The cost and schedule risk associated with cable system installation, load transfer, and the completion of corridor systems required for bridge opening have not changed substantially this quarter. Cost risks associated with these areas were adjusted to reflect an enhanced assessment of daily acceleration costs. Teams are actively engaged in each of these areas to mitigate the risks to the greatest extent possible.

The SAS contractor's updated schedule that meets the TBPOC's milestones for opening the bridge in 2013. The Hinge K coordination issue between the SAS and YBITS#1 contractors has been resolved by transferring the Hinge K work to the SAS contractor. This removes the Hinge K work from the critical path to bridge opening. The cable system, the next major activities on the critical path to bridge opening, includes installing and compacting the cable, attaching the cable bands and suspenders, wrapping the cable, painting the cable and suspenders, and installing the cable electrical systems. The Cable Erection Risk Management team



has been meeting weekly for the past three years to resolve potential cable issues and many of their recommendations have been implemented, resulting in a reduction of many risks.

RISK MANAGEMENT LOOK AHEAD

The corridor schedule is aggressive and there are risks to the future activities on the critical paths through SAS cable installation, load transfer, and completion of mechanical, electrical, and plumbing systems required for the bridge opening. The risk management team continues to monitor the SAS contract, YBITS#1 contract, and the updated corridor schedule to alert the TBPOC of approaching critical activities and suggest mitigation responses for impending risks.

While the transfer of Hinge K work to the SAS contractor reduced schedule risk, teams continue to investigate ways to further mitigate the Hinge K completion risk. The YBITS#1 contractor has been issued a contract change order to further accelerate completion of the eastern-most frames of the YBITS structures to allow the SAS contractor access to complete Hinge K. These actions reduce the risk of the YBITS#1 contract impacting bridge opening.

Aggressive planning for the future East Span dismantling work is underway. Dismantling of the cantilever span

has been incorporated in the YBITS 2 contract to reduce contractor coordination risk and take advantage of other cost and schedule efficiency opportunities. Project scope for the remainder of the dismantling is being refined and an evaluation of the most prudent and efficient procurement strategy is underway. In concert with this effort, the risk management team will be updating the risk registers for this dismantling work.

Various architectural enhancements and other project improvements are being assessed by the TBPOC and, if approved, will be reflected in the Potential Draw on Program Contingency curve in future quarters.



YBITS #1 Westbound Sections of Roadway on right with Existing Bridge and Yerba Buena Island Detour on Left with Hinge K at bottom right

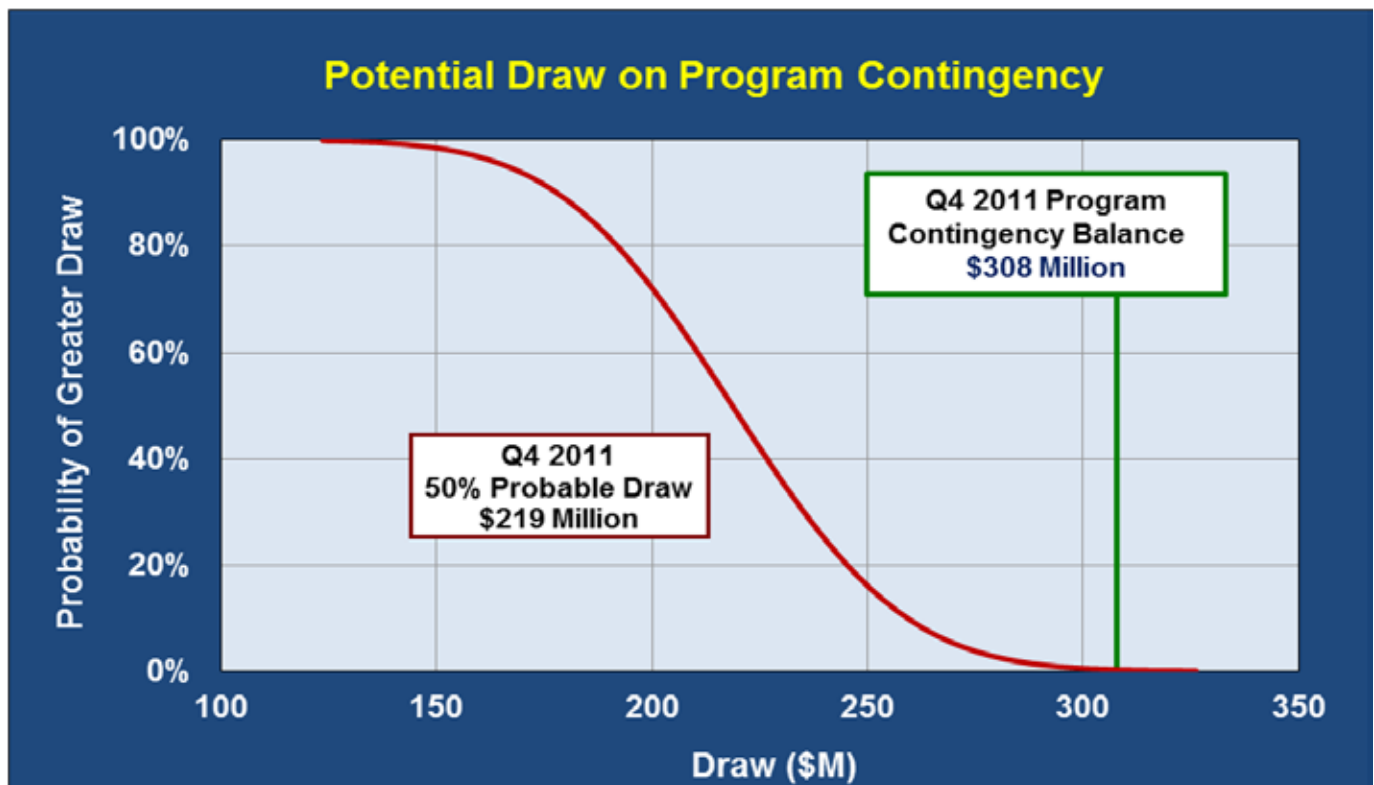


Figure 1 – Potential Draw on Program Contingency*

*Figure 1 Notes:

1. The Program Contingency is currently \$308 million per the TBPOC approved budget.
2. Proposed architectural enhancements and project improvements are excluded unless approved by the TBPOC.
3. Program Contingency may be used for other beneficial purposes than to cover risks. Therefore, the potential draw chart may not necessarily represent a forecast of the future balance of Program Contingency funds.

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Program Funding Status

AB 144 established a funding level of \$8.685 billion for the TBSRP. As of January 1, 2010, seismic retrofitting of Antioch and Dumbarton Bridges became part of the Toll Bridge Seismic Retrofit Program with the passage of AB 1175, which provided another \$750 million bringing the total funding to \$9.435 billion. The program funding sources are shown in Table 1- Program Budget.

Table 1—Program Budget as of December 31, 2011 (\$ Millions)

	Budgeted	Funding Available & Contribution
Financing		
Seismic Surcharge Revenue AB 1171	2,282.0	2,282.0
Seismic Surcharge Revenue AB 144	2,150.0	2,150.0
Seismic Surcharge Revenue AB 1175	750.0	750.0
BATA Consolidation	820.0	820.0
Subtotal - Financing	6,002.0	6,002.0
Contributions		
Proposition 192	790.0	789.0
San Diego Coronado Toll Bridge Revenue Fund	33.0	33.0
Vincent Thomas Bridge	15.0	6.9
State Highway Account ⁽¹⁾⁽²⁾	745.0	745.0
Public Transportation Account ⁽¹⁾⁽³⁾	130.0	130.0
ITIP/SHOPP/Federal Contingency ⁽⁴⁾	448.0	300.0
Federal Highway Bridge Replacement and Rehabilitation (HBRR)	642.0	642.0
SHA - East Span Demolition	300.0	-
SHA - "Efficiency Savings" ⁽⁵⁾	130.0	113.0
Redirect Spillover	125.0	125.0
Motor Vehicle Account	75.0	75.0
Subtotal - Contribution	3,433.0	2,958.9
Total Funding	9,435.0	8,960.9
Encumbered to Date		7,563.6
Remaining Unallocated		1,397.3
Expenditures :		
Capital Outlay		5,822.8
State Operations		1,553.4
Antioch and Dumbarton Expenditures by BATA		12.2
Total Expenditures		7,388.4
Encumbrances :		
Capital Outlay		143.4
State Operations		31.8
Total Encumbrances		175.2
Total Expenditures and Encumbrances		7,563.6

(1) The California Transportation Commission adopted a new schedule and changed the PTA/SHA split on December 15, 2005.

(2) To date, \$645 million has been transferred from the SHA to the TBSRP, including the full \$290 million transfer scheduled by the CTC to occur in 2005-06. An additional \$100 million has been expended directly from the account.

(3) To date, \$130 million has been transferred from the PTA to the TBSRP, including the full amount of all transfers scheduled by the CTC.

(4) To date, \$300 million has been transferred from the ITIP/SHOPP/Federal Contingency to the TBSRP.

(5) To date, \$113 million has been transferred from the SHA to the TBSRP, representing the commitment of "Efficiency Savings" identified under AB 144. Approximately \$17 million remains to be distributed as scheduled by the CTC.

Summary of the Toll Bridge Oversight Committee (TBPOC) Expenses

Pursuant to Streets and Highways Code Section 30952.1 (d), expenses incurred by Caltrans, BATA, and the California Transportation Commission (CTC) for costs directly related to the duties associated with the TBPOC are to be reimbursed by toll revenues. Table 3 -Toll Bridge Program Oversight Committee Estimated Expenses: July 1, 2005 through December 31, 2011 shows expenses through December 31, 2011 for TBPOC functioning, support, and monthly and quarterly reporting.

Table 2—CTC Toll Bridge Seismic Retrofit Program Contributions Adopted December 2005
Schedule of Contributions to the Toll Bridge Seismic Retrofit Program (\$ Millions)

Source	Description	2005-06 (Actual)	2006-07 (Actual)	2007-08 (Actual)	2008-09 (Actual)	2009-10 (Actual)	2010-11 (Actual)	2011-12 (Actual)	2012-13	2013-14	Total
AB 1171	SHA	290									290
	PTA	80	40								120
	Highway Bridge Replacement and Rehabilitation (HBRR)	100	100	100	42						342
	Contingency				1	99	100	100	148		448
AB 144	SHA*	2	8				53	50	17		130
	Motor Vehicle Account (MVA)	75									75
	Spillover		125								125
	SHA**									300	300
	Total	547	273	100	43	99	153	150	165	300	1830

* Caltrans Efficiency Savings

** SFOBB East Span Demolition Cost

Table 3—Toll Bridge Program Oversight Committee
Estimated Expenses: July 1, 2005 through December 31, 2011 (\$ Millions)

Agency/Program Activity	Expenses
BATA	2.1
Caltrans	2.4
CTC	2.0
Reporting	4.5
Total Program	11.0

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Quarterly Environmental Compliance Highlights

Overall environmental compliance for the San Francisco-Oakland Bay Bridge (SFOBB) East Span Seismic Safety Project (ESSSP) has been a success during the fourth quarter of 2011. The tasks for the current quarter are focused on mitigation monitoring and environmental permitting. Key successes in this quarter are as follows:

Bird monitoring was conducted weekly in all active construction areas. Monitors did not observe any indication that birds were disturbed due to the SFOBB ESSSP construction activities.

Peregrine falcon monitoring for the 2011/2012 nesting season began on December 6, 2011 and will continue through June 2012. Monitors have observed peregrines flying through and roosting within the project area. During monitoring on December 13, 2011, the resident pair of peregrine falcons was observed attacking a red shouldered hawk which had entered their territory. The biological monitors rescued the injured hawk from the Skyway deck and transported it to the Lindsey Wildlife Museum Hospital, in Walnut Creek, for care and rehabilitation. The recovered hawk was banded and released at the Golden Gate Raptor Observatory in the Marin Headlands on December 21, 2011.

SFOBB environmental compliance and storm water pollution prevention plan (SWPPP) inspections were conducted weekly at all active project sites. The project team continues to work closely with contractors to ensure compliance with environmental permits and regulations and to improve SWPPP and best management practices.

Caltrans oversaw the installation of shotcrete on several large slopes in the Yerba Buena Island Transition Structure (YBITS) portion of the project site from late November to mid December 2011. The stabilization of slopes at YBITS with shotcrete will greatly aid in the management of stormwater runoff during the 2011/2012 rainy season.

Caltrans hosted and participated in a series of Interagency Work Group meetings from late October 2011 through early December 7th with the Bay Conservation and Development Commission (BCDC), the National Marine Fisheries Service (NMFS), the United States Army Corps of

Engineers (USACOE), the Regional Water Quality Control Board (RWQCB), the California Department of Fish and Game (CDFG), and the United States Coast Guard (USCG). Caltrans provided a brief description of the anticipated dismantling activities and methods, summarized proposed avoidance and minimization measures, and summarized anticipated permitting actions required by each agency.

During this quarter Caltrans submitted to the National Marine Fisheries Service (NMFS) an application for a Letter of Authorization, under Section 101 of the Marine Mammal Protection Act, to transfer a small number of marine mammals incidental to construction of the new East Span and dismantling of the existing East Span of the SFOBB.

A draft bird management plan for the dismantling of the existing east span was prepared to provide a management framework for avoiding impacts to birds nesting on the existing bridge during dismantling activities.

During the fourth quarter of 2011, a strategy was developed, in coordination with construction, to address the avoidance of impacts to nesting birds during the 2012 Presidents' Day traffic diversion and associated dismantling work. An internal memo was developed to address all aspects of the nesting bird management strategy. Pre-dismantling nesting bird surveys will continue to be performed during the first quarter of 2012.



TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Antioch Bridge Seismic Retrofit Project

Contractor: California Engineering Contractors, Inc.

Approved Capital Outlay Budget: \$70.0 M

Status: 93% Complete as of December 2011

Serving the Delta region of the Bay Area, the Antioch Bridge takes State Route 160 traffic over the San Joaquin River, linking eastern Contra Costa County with Sacramento County. The current 1.8-mile-long steel plate girder bridge was opened in 1978 with one lane in each direction. The major retrofit measure for the bridge includes installing seismic isolation bearings at each of the 41 piers, strengthening piers 12 through 31 with steel cross-bracing between column bents, and installing steel casings at all columns located at the Sherman Island approach slab bridge.

Status: Work is progressing well and seismic safety is forecast to be completed ahead of schedule in June of 2012.

Seismic isolation bearings will allow the superstructure of the bridge to move independently from the pier and column substructure during an earthquake. All seismic isolation bearings have been fabricated, tested, and made ready for delivery. Seventy-two bearings (88% complete) have been installed at 41 piers.

At piers 12 through 31, center steel cross-bracing is being added between the pier columns to strengthen the pier. The work requires off-site fabrication of the steel cross-bracing and on-site preparation of the existing columns to ensure proper bond with the new bracing. Installation of cross-bracing has been completed at all 20 piers.

Columns supporting the approach slab bridge located on Sherman Island are being strengthened with steel column casing jackets. Ninety-five (95%) of the 116 column casing jackets have been installed and welded. Seventy-six (66%) of the column casings have been grouted. The approach slab bridge expansion joints are being retrofitted with seat extenders. Eight (67%) of the 12 seat extenders have been installed.

In addition to the retrofit work, seismic monitoring equipment is being installed to provide ground and structure motion information during future seismic events. The monitoring equipment is being installed at 250, 160, 80, 50, 20 and 4 feet below the ground surface.



Pier Retrofits on Sherman Island Completed



Welding of Column Casings at Sherman Island Approach Structure



Installing Isolation Bearing



Pier Retrofit within Waterway

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Dumbarton Bridge Seismic Retrofit Project

Contractor: Shimmick Construction Company, Inc.

Approved Capital Outlay Budget: \$92.7 M

Status: 40% Complete as of December 2011

The current Dumbarton Bridge was opened to traffic in 1982 linking the cities of Newark in Alameda County and East Palo Alto in San Mateo County. The 1.6-mile long bridge has six lanes (three in each direction) and an eight-foot bicycle/pedestrian pathway. The bridge is a combination of three bridge types; reinforced concrete slab approaches supported on multiple pile extension columns, precast-prestressed concrete delta girders and steel box girders supported on reinforced concrete piers. The current retrofit strategy for the bridge includes superstructure and deck modifications and installation of isolation bearings.

Status: The main bridge structure between piers 16-31 will be raised approximately 5 inches in order for isolation bearings to be installed to separate the superstructure from the substructure during seismic events. In preparation, the bridge piers are being widened with reinforced concrete to accommodate the new bearings. Work continues with reinforcing steel and concrete placement at these main bridge piers.

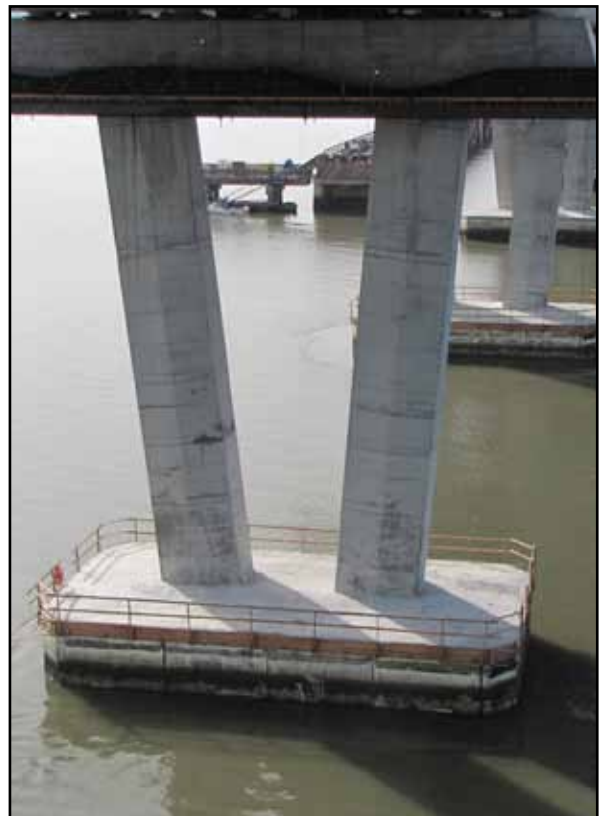
Along the reinforced concrete slab approaches, the bent caps are being extended and tied to new 48-inch diameter steel piles that have been installed to strengthen the bridge. Bent cap extensions along the east and west trestle approach are now complete.

The concrete coring operation to widen the pier caps is complete at all of the 14 locations. Concrete has been placed at 12 of 16 piers. The installation of jacking frames is complete at piers 17 through 21. Welding is ongoing at piers 22, 29 and 30.

Work at the pumping plant is substantially complete. Fender rehabilitation work is ongoing at piers 23 and 24. Pier footing overlay concrete has been placed at piers 17 through 22 and pier 25. Drill and bond dowel and rebar placement is ongoing at Pier 27.



Pier 24 Pier Cap Widening



Pier 19



Pier 26 Pier Cap and Footing



Pier 24 Fender Rehabilitation

TOLL BRIDGE SEISMIC RETROFIT PROGRAM

Other Completed Projects

In the 1990s, the State Legislature identified seven of the nine state-owned toll bridges for seismic retrofit. In addition to the San Francisco-Oakland Bay Bridge, these included the Benicia-Martinez, Carquinez, Richmond-San Rafael and San Mateo-Hayward bridges in the Bay Area, and the Vincent Thomas and Coronado bridges in Southern California. Other than the East Span of the Bay Bridge, the retrofits of all of the bridges have been completed as planned.

San Mateo-Hayward Bridge Seismic Retrofit Project

Project Status: Completed 2000

The San Mateo-Hayward Bridge seismic retrofit project focused on strengthening the high-rise portion of the span. The foundations of the bridge were significantly upgraded with additional piles.



High-Rise Section of San Mateo-Hayward Bridge

1958 Carquinez Bridge Seismic Retrofit Project

Project Status: Completed 2002

The eastbound 1958 Carquinez Bridge was retrofitted in 2002 with additional reinforcement of the cantilever thru-truss structure.

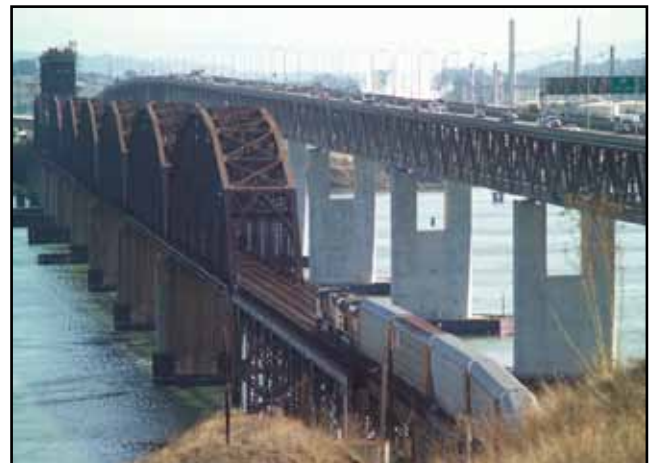


1958 Carquinez Bridge (foreground) with the 1927 Span (middle) under Demolition and the New Alfred Zampa Memorial Bridge (background)

1962 Benicia-Martinez Bridge Seismic Retrofit Project

Project Status: Completed 2003

The southbound 1962 Benicia-Martinez Bridge was retrofitted to "Lifeline" status with the strengthening of the foundations and columns and the addition of seismic bearings that allow the bridge to move during a major seismic event. The Lifeline status means the bridge is designed to sustain minor to moderate damage after a seismic event and to reopen quickly to emergency response traffic.



1962 Benicia-Martinez Bridge (right)

Richmond-San Rafael Bridge Seismic Retrofit Project

Project Status: Completed 2005

The Richmond-San Rafael Bridge was retrofitted to a “No Collapse” classification to avoid catastrophic failure during a major seismic event. The foundations, columns, and truss of the bridge were strengthened, and the entire low-rise approach viaduct from Marin County was replaced.



Richmond-San Rafael Bridge

Los Angeles-Vincent Thomas Bridge Seismic Retrofit Project

Project Status: Completed 2000

The Vincent Thomas Bridge is a 1,500-foot long suspension bridge crossing the Los Angeles Harbor in Los Angeles that links San Pedro with Terminal Island. The bridge was one of two state-owned toll bridges in Southern California (the other being the San Diego-Coronado Bridge). Opened in 1963, the bridge was seismically retrofitted as part of the TBSRP in 2000.



Los Angeles-Vincent Thomas Bridge

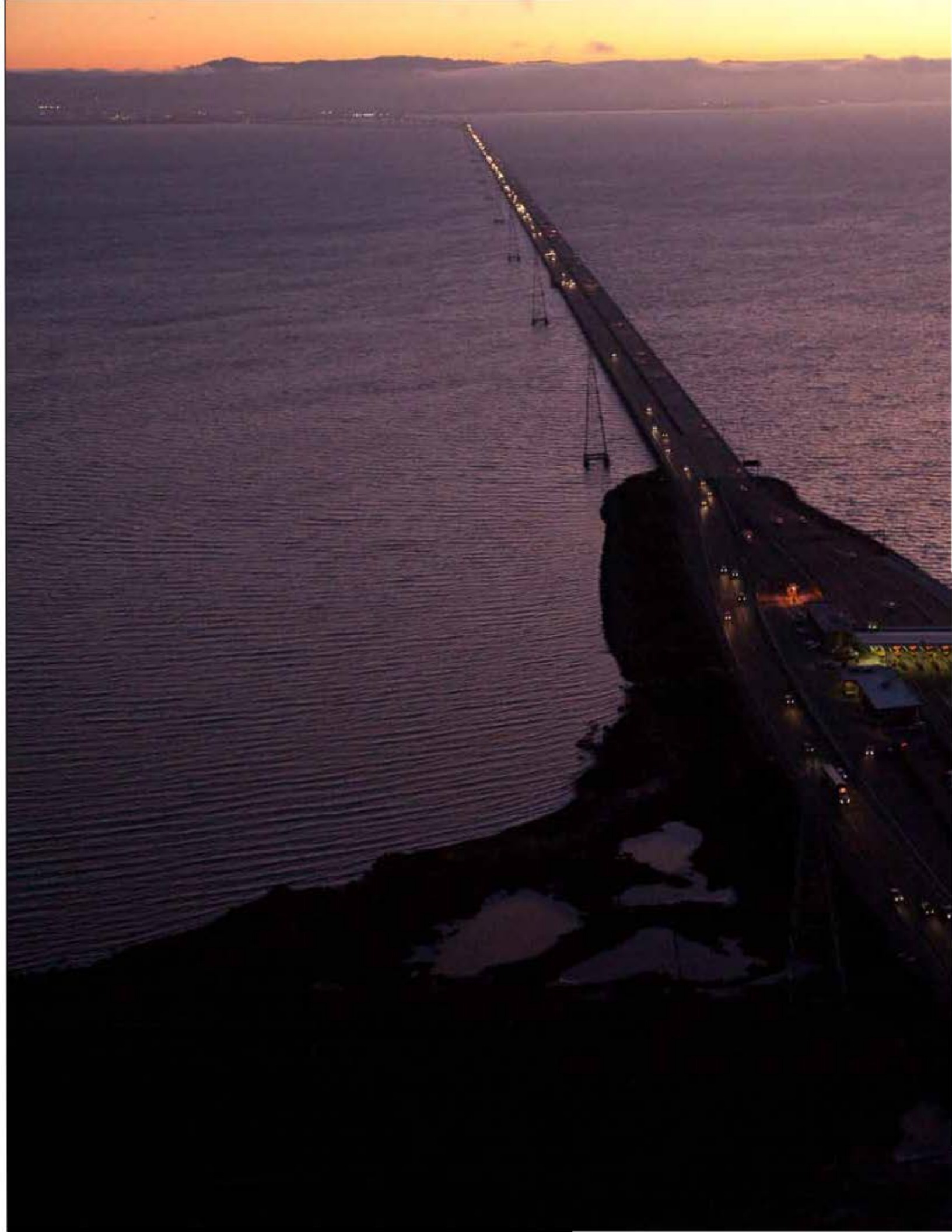
San Diego-Coronado Bridge Seismic Retrofit Project

Project Status: Completed 2002

The San Diego-Coronado Bridge crosses over San Diego Bay and links the cities of San Diego and Coronado. Opened in 1969, the 2.1-mile long bridge was seismically retrofitted as part of the TBSRP in 2002.



San Diego-Coronado Bridge





San Mateo Bridge

REGIONAL MEASURE 1 TOLL BRIDGE PROGRAM

REGIONAL MEASURE 1 PROGRAM

Completed Projects

In November 1988, Bay Area voters approved Regional Measure 1 (RM 1), which authorized a standard auto toll of \$1 for all seven state-owned Bay Area toll bridges. The additional revenues generated by the toll increase were identified for use for certain highway and bridge improvements, public transit rail extensions, and other projects that reduce congestion in the bridge corridors.

The toll bridge projects identified by RM 1 are complete and are as follows:

Richmond Parkway Construction Project

Project Status: Completed 2001

The final connections to the Richmond Parkway from Interstate 580 near the Richmond-San Rafael Bridge were completed in May 2001.

San Mateo-Hayward Bridge Widening Project

Project Status: Completed 2003

This project expanded the low-rise concrete trestle section of the San Mateo-Hayward Bridge to allow for three lanes in each direction to match the existing configuration of the high-rise steel section of the bridge.



Widening of the San Mateo-Hayward Bridge Trestle on Left

New Alfred Zampa Memorial (Carquinez) Bridge Project

Project Status: Completed 2003

The new western span of the Carquinez Bridge, which replaced the original 1927 span, is a twin-towered suspension bridge with three mixed-flow lanes, a new carpool lane, shoulders and a bicycle/pedestrian pathway.



New Alfred Zampa Memorial (Carquinez) Bridge Soon after Opening to Traffic, with Crockett Interchange Still under Construction

Bayfront Expressway (State Route 84) Widening Project

Project Status: Completed 2004

This project expanded and improved the roadway from the Dumbarton Bridge touchdown to the US 101/ Marsh Road interchange by adding additional lanes and turn pockets and improving bicycle/pedestrian access in the area.

Richmond-San Rafael Bridge Rehabilitation Projects

Project Status: Completed 2006

Two major rehabilitation projects for the Richmond-San Rafael Bridge were funded and completed: (1) replacement of the western concrete approach trestle and ship-collision protection fender system; and (2) rehabilitation of deck joints and resurfacing of the bridge deck.

In 2005, along with the seismic retrofit of the bridge, the trestle and fender replacement work was completed as part of the same project. Under a separate contract in 2006, the bridge was resurfaced with a polyester concrete overlay along with the repair of numerous deck joints.



New Richmond-San Rafael Bridge West Approach Trestle under Construction

Benicia-Martinez Bridge Project

Project Status: Completed 2009

A two-year project to rehabilitate and reconfigure the original Benicia-Martinez Bridge began shortly after the opening of the new Congressman George Miller Bridge. The existing 1.2-mile roadway surface on the steel deck truss bridge was modified to carry four lanes of southbound traffic (one more than before) - with shoulders on both sides - plus a bicycle/pedestrian path on the west side of the span that connects to Park Road in Benicia and to Marina Vista Boulevard in Martinez. Reconstruction of the east side of the bridge and approaches was completed in August 2008. Reconstruction of the west side of the bridge and its approaches and construction of the bicycle/pedestrian pathway were completed in August 2009.



Benicia-Martinez Bridge Bicycle/Pedestrian Pathway Opened to the Public in August 2009

Interstate 880/State Route 92

Project Status: Completed 2011

This corridor was consistently one of the Bay Area's most congested during the evening commute. This was due in part to the lane merging and weaving that was required by the then-existing cloverleaf interchange. The new interchange features direct freeway-to-freeway connector ramps that now increase traffic capacity and improve overall safety and traffic operations in the area. With the new direct-connector ramps, drivers coming off of the San Mateo-Hayward Bridge can access Interstate 880 without having to compete with traffic headed onto east Route 92 from south Interstate 880 (see progress photos in appendices). A Caltrans landscaping project will be undertaken in 2012.




Aerial View of Construction Progress

Regional Measure 1 Program Cost Summary (Millions)

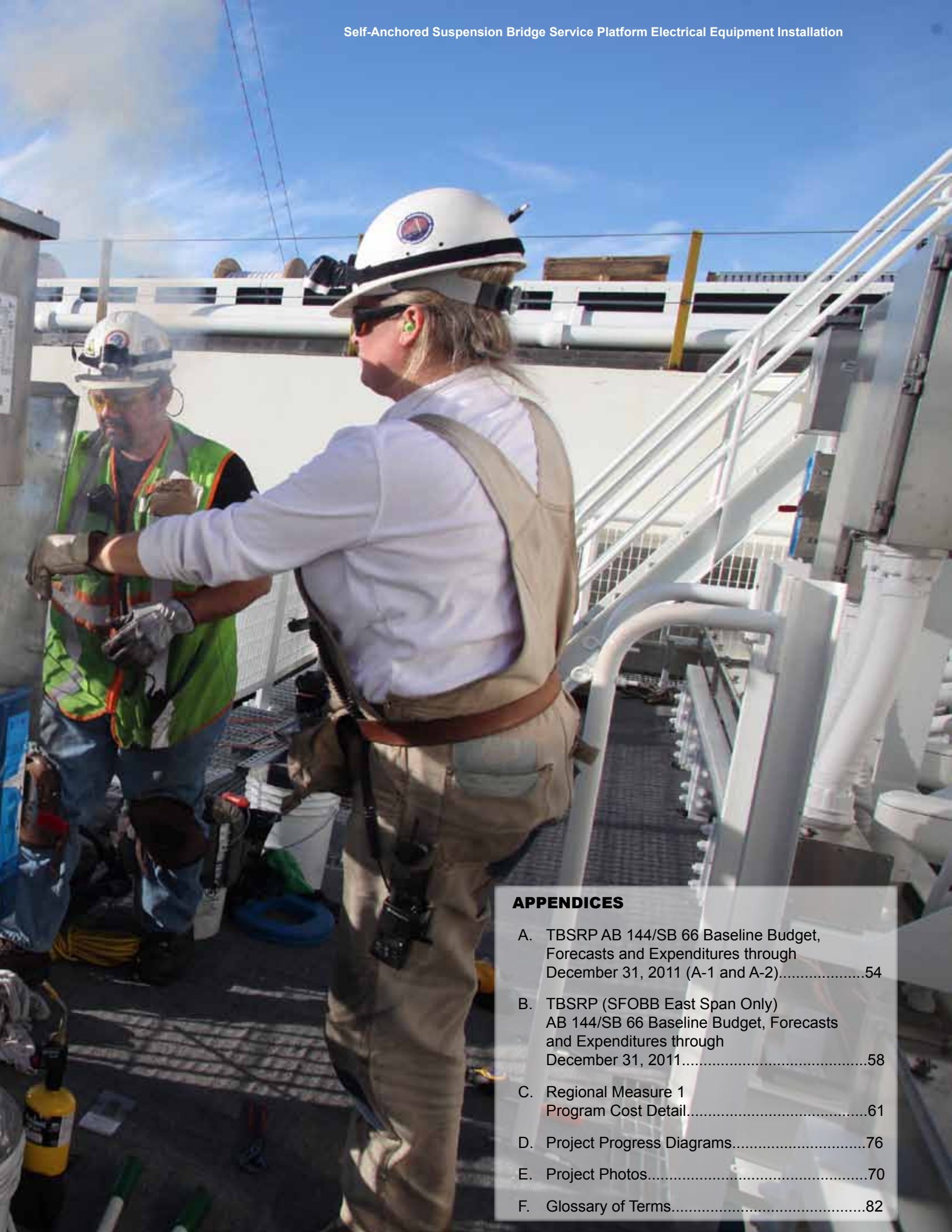
	Contract Status	BATA Baseline Budget (July 2005)	BATA Approved Changes	Current BATA Approved Budget (December 2011)	Cost to Date (December 2011)	Current Cost Forecast (December 2011)	Cost Variance	Cost Status
		a	b	c = a + b	d	e	f = e - c	
Interstate 880/Route 92 Interchange Reconstruction								
Capital Outlay Construction	Complete	94.8	68.4	163.2	149.0	163.2	-	●
Capital Outlay Support		28.8	35.8	64.6	61.7	64.6	-	●
Capital Outlay Right-of-Way		9.9	7.3	17.2	14.7	17.2	-	●
Project Reserve		0.3	(0.3)	-	-	-	-	
Total I-880/SR-92 Interchange Reconstruction		133.8	111.2	245.0	225.4	245.0	-	
Other Completed Program Projects		1,978.8	182.6	2,161.4	2,088.8	2,161.4	-	
Total Regional Measure 1 Toll Bridge Program ¹		2,112.6	293.8	2,406.4	2,314.2	2,406.4	-	

- Within approved schedule and budget
 - Identified potential project risks that could significantly impact approved schedules and budgets if not mitigated
 - Known project impacts with forthcoming changes to approved schedules and budgets
- ¹ Figures may not sum up to totals due to rounding effects.

Regional Measure 1 Program Schedule Summary (Millions)

	BATA Baseline Completion Schedule (September 2005)	BATA Approved Changes (Months)	Current BATA Approved Completion Schedule (December 2011)	Current Completion Forecast (December 2011)	Schedule Variance (Months)	Schedule Status	Remarks/Notes
	g	h	i = g + h	j	k = j - i	l	
Interstate 880/Route 92 Interchange Reconstruction							
Contract Completion							
Interchange Reconstruction	Dec 2010	9	Sep 2011	Sep 2011	-		See Page 47





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Appendix A-1: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions)

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
SFOBB East Span Replacement Project						
Capital Outlay Support	959.3	218.0	1,177.3	1,022.5	1,275.3	98.0
Capital Outlay Construction	4,492.2	589.4	5,081.6	4,053.9	5,180.8	99.2
Other Budgeted Capital	35.1	(3.3)	31.8	0.7	7.7	(24.1)
Total	5,486.6	804.1	6,290.7	5,077.1	6,463.8	173.1
SFOBB West Approach Replacement						
Capital Outlay Support	120.0	(2.0)	118.0	118.6	119.0	1.0
Capital Outlay Construction	309.0	41.7	350.7	330.6	338.1	(12.6)
Total	429.0	39.7	468.7	449.2	457.1	(11.6)
SFOBB West Span Retrofit						
Capital Outlay Support	75.0	(0.2)	74.8	74.9	74.8	-
Capital Outlay Construction	232.9	(5.5)	227.4	227.4	227.4	-
Total	307.9	(5.7)	302.2	302.3	302.2	-
Richmond-San Rafael Bridge Retrofit						
Capital Outlay Support	134.0	(7.0)	127.0	126.8	127.0	-
Capital Outlay Construction	780.0	(90.5)	689.5	667.5	689.5	-
Total	914.0	(97.5)	816.5	794.3	816.5	-
Benicia-Martinez Bridge Retrofit						
Capital Outlay Support	38.1	-	38.1	38.1	38.1	-
Capital Outlay Construction	139.7	-	139.7	139.7	139.7	-
Total	177.8	-	177.8	177.8	177.8	-
Carquinez Bridge Retrofit						
Capital Outlay Support	28.7	0.1	28.8	28.8	28.8	-
Capital Outlay Construction	85.5	(0.1)	85.4	85.4	85.4	-
Total	114.2	-	114.2	114.2	114.2	-
San Mateo-Hayward Retrofit						
Capital Outlay Support	28.1	-	28.1	28.1	28.1	-
Capital Outlay Construction	135.4	(0.1)	135.3	135.3	135.3	-
Total	163.5	(0.1)	163.4	163.4	163.4	-
Vincent Thomas Bridge Retrofit (Los Angeles)						
Capital Outlay Support	16.4	-	16.4	16.4	16.4	-
Capital Outlay Construction	42.1	(0.1)	42.0	42.0	42.0	-
Total	58.5	(0.1)	58.4	58.4	58.4	-
San Diego-Coronado Bridge Retrofit						
Capital Outlay Support	33.5	(0.3)	33.2	33.2	33.2	-
Capital Outlay Construction	70.0	(0.6)	69.4	69.4	69.4	-
Total	103.5	(0.9)	102.6	102.6	102.6	-

Appendix A-1: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
Antioch Bridge						
Capital Outlay Support	-	31.0	31.0	15.3	34.7	3.7
Capital Outlay Support by BATA				6.2		
Capital Outlay Construction	-	70.0	70.0	40.9	51.0	(19.0)
Total	-	101.0	101.0	62.4	85.7	(15.3)
Dumbarton Bridge						
Capital Outlay Support	-	56.0	56.0	25.2	59.1	3.1
Capital Outlay Support by BATA				6.0		
Capital Outlay Construction	-	92.7	92.7	30.0	84.9	(7.8)
Total	-	148.7	148.7	61.2	144.0	(4.7)
Subtotal Capital Outlay Support	1,433.1	295.6	1,728.7	1,540.1	1,834.5	105.8
Subtotal Capital Outlay	6,286.8	696.9	6,983.7	5,822.1	7,043.5	59.8
Subtotal Other Budgeted Capital	35.1	(3.3)	31.8	0.7	7.7	(24.1)
Miscellaneous Program Costs	30.0	-	30.0	25.5	30.0	-
Subtotal Toll Bridge Seismic Retrofit Program	7,785.0	989.2	8,774.2	7,388.4	8,915.7	141.5
Net Programmatic Risks*	-	-	-	-	77.1	77.1
Program Contingency	900.0	(592.2)	307.8	-	89.2	(218.6)
Total Toll Bridge Seismic Retrofit Program ¹	8,685.0	397.0	9,082.0	7,388.4	9,082.0	-

¹ Figures may not sum up to totals due to rounding effects.

Appendix A-2: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions)

Bridge	AB 144 Baseline Budget	TBPOC Current Approved Budget	Expenditures to date and Encumbrances as of December 2011 see Note (1)	Estimated costs not yet spent or Encumbered as of December 2011	Total Forecast as of December 2011
a	b	c	d	e	f = d + e
Other Completed Projects					
Capital Outlay Support	144.9	144.6	144.6	-	144.6
Capital Outlay	472.6	471.9	472.6	(0.8)	471.8
Total	617.5	616.5	617.2	(0.8)	616.4
Richmond-San Rafael					
Capital Outlay Support	134.0	127.0	126.8	0.2	127.0
Capital Outlay	698.0	689.5	667.8	21.7	689.5
Project Reserves	82.0	-	-	-	-
Total	914.0	816.5	794.6	21.9	816.5
West Span Retrofit					
Capital Outlay Support	75.0	74.8	74.8	-	74.8
Capital Outlay	232.9	227.4	227.4	-	227.4
Total	307.9	302.2	302.2	-	302.2
West Approach					
Capital Outlay Support	120.0	118.0	118.6	0.4	119.0
Capital Outlay	309.0	350.7	345.9	(7.8)	338.1
Total	429.0	468.7	464.5	(7.4)	457.1
SFOBB East Span - Skyway					
Capital Outlay Support	197.0	181.2	181.2	-	181.2
Capital Outlay	1,293.0	1,254.1	1,237.1	8.1	1,245.2
Total	1,490.0	1,435.3	1,418.3	8.1	1,426.4
SFOBB East Span - SAS - Superstructure					
Capital Outlay Support	214.6	375.5	382.0	96.7	478.7
Capital Outlay	1,753.7	2,046.8	1,629.0	455.7	2,084.7
Total	1,968.3	2,422.3	2,011.0	552.4	2,563.4
SFOBB East Span - SAS - Foundations					
Capital Outlay Support	62.5	37.6	37.6	-	37.6
Capital Outlay	339.9	307.3	309.3	(4.3)	305.0
Total	402.4	344.9	346.9	(4.3)	342.6
Small YBI Projects					
Capital Outlay Support	10.6	10.6	10.2	0.4	10.6
Capital Outlay	15.6	15.6	15.5	0.2	15.7
Total	26.2	26.2	25.7	0.6	26.3
YBI Detour					
Capital Outlay Support	29.5	90.7	87.8	(0.1)	87.7
Capital Outlay	131.9	492.8	492.7	(9.9)	482.8
Total	161.4	583.5	580.5	(10.0)	570.5
YBI- Transition Structures					
Capital Outlay Support	78.7	106.4	65.6	46.2	111.8
Capital Outlay	299.4	247.8	131.7	196.8	328.5
Total	378.1	354.2	197.3	243.0	440.3

Appendix A-2: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions) Cont.

Contract	AB 144 Baseline Budget	TBPOC Current Approved Budget	Expenditures to date and Encumbrances as of December 2011 see Note (1)	Estimated Costs not yet spent or Encumbered as of December 2011	Total Forecast as of December 2011
a	b	c	d	e	f = d + e
Oakland Touchdown					
Capital Outlay Support	74.4	108.9	89.8	30.0	119.8
Capital Outlay	283.8	339.0	215.3	115.4	330.7
Total	358.2	447.9	305.1	145.4	450.5
East Span Other Small Projects					
Capital Outlay Support	212.3	206.5	197.9	8.7	206.6
Capital Outlay	170.8	170.8	118.9	35.7	154.6
Total	383.1	377.3	316.8	44.4	361.2
Existing Bridge Demolition					
Capital Outlay Support	79.7	59.9	1.6	39.7	41.3
Capital Outlay	239.2	239.1	-	241.2	241.2
Total	318.9	299.0	1.6	280.9	282.5
Antioch Bridge					
Capital Outlay Support	-	31.0	15.5	13.0	28.5
Capital Outlay Support by BATA			6.2	-	6.2
Capital Outlay	-	70.0	47.4	3.6	51.0
Total	-	101.0	69.1	16.6	85.7
Dumbarton Bridge					
Capital Outlay Support	-	56.0	25.7	27.4	53.1
Capital Outlay Support by BATA			6.0	-	6.0
Capital Outlay	-	92.7	55.6	29.3	84.9
Total	-	148.7	87.3	56.7	144.0
Miscellaneous Program Costs	30.0	30.0	25.5	4.5	30.0
Total Capital Outlay Support	1,463.2	1,758.7	1,597.4	267.1	1,864.5
Total Capital Outlay	6,321.8	7,015.5	5,966.2	1,085.0	7,051.2
Program Total ¹	7,785.0	8,774.2	7,563.6	1,352.1	8,915.7

(1). Funds allocated to project or contract for Capital Outlay and Support needs includes Capital Outlay Support total allocation for FY 06/07.

(2). BSA provided a distribution of program contingency in December 2004 based in Bechtel Infrastructure Corporation input.

This Column is subject to revision upon completion of Department's risk assessment update.

(3) Total Capital Outlay Support includes program indirect costs.

¹ Figures may not sum up to totals due to rounding effects.

Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions)

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
San Francisco-Oakland Bay Bridge East Span Replacement Project						
East Span - SAS Superstructure						
Capital Outlay Support	214.6	160.9	375.5	358.1	478.7	103.2
Capital Outlay Construction	1,753.7	293.1	2,046.8	1,626.8	2,084.7	37.9
Total	1,968.3	454.0	2,422.3	1,984.9	2,563.4	141.1
SAS W2 Foundations						
Capital Outlay Support	10.0	(0.8)	9.2	9.2	9.2	-
Capital Outlay Construction	26.4	-	26.4	26.5	26.4	-
Total	36.4	(0.8)	35.6	35.7	35.6	-
YBI South/South Detour						
Capital Outlay Support	29.4	61.3	90.7	87.4	87.7	(3.0)
Capital Outlay Construction	131.9	360.9	492.8	466.0	482.8	(10.0)
Total	161.3	422.2	583.5	553.4	570.5	(13.0)
East Span - Skyway						
Capital Outlay Support	197.0	(15.8)	181.2	181.2	181.2	-
Capital Outlay Construction	1,293.0	(38.9)	1,254.1	1,237.1	1,245.2	(8.9)
Total	1,490.0	(54.7)	1,435.3	1,418.3	1,426.4	(8.9)
East Span - SAS E2/T1 Foundations						
Capital Outlay Support	52.5	(24.1)	28.4	28.4	28.4	-
Capital Outlay Construction	313.5	(32.6)	280.9	274.8	278.6	(2.3)
Total	366.0	(56.7)	309.3	303.2	307.0	(2.3)
YBI Transition Structures (see notes below)						
Capital Outlay Support	78.7	27.7	106.4	59.8	111.8	5.4
Capital Outlay Construction	299.3	(51.5)	247.8	82.1	328.5	80.7
Total	378.0	(23.8)	354.2	141.9	440.3	86.1
* YBI- Transition Structures						
Capital Outlay Support			16.4	16.4	16.4	-
Capital Outlay Construction			-	-	-	-
Total			16.4	16.4	16.4	-
* YBI- Transition Structures Contract No. 1						
Capital Outlay Support			57.0	33.3	62.1	5.1
Capital Outlay Construction			185.5	82.1	242.4	56.9
Total			242.5	115.4	304.5	62.0
* YBI- Transition Structures Contract No. 2						
Capital Outlay Support			32.0	10.1	32.3	0.3
Capital Outlay Construction			59.0	-	82.8	23.8
Total			91.0	10.1	115.1	24.1
* YBI- Transition Structures Contract No. 3 Landscape						
Capital Outlay Support			1.0	-	1.0	-
Capital Outlay Construction			3.3	-	3.3	-
Total			4.3	-	4.3	-

Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions) Cont.

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
Oakland Touchdown (see notes below)						
Capital Outlay Support	74.4	34.5	108.9	88.9	119.8	10.9
Capital Outlay Construction	283.8	55.2	339.0	208.7	330.7	(8.3)
Total	358.2	89.7	447.9	297.6	450.5	2.6
* OTD Prior-to-Split Costs						
Capital Outlay Support			21.7	20.0	21.7	-
Capital Outlay Construction			-	-	-	-
Total			21.7	20.0	21.7	-
* OTD Submarine Cable(1)						
Capital Outlay Support			0.9	0.9	0.9	-
Capital Outlay Construction			9.6	5.7	9.6	-
Total			10.5	6.6	10.5	-
* OTD No. 1 (Westbound)						
Capital Outlay Support			47.3	51.1	51.4	4.1
Capital Outlay Construction			212.0	203.0	203.3	(8.7)
Total			259.3	254.1	254.7	(4.6)
* OTD No. 2 (Eastbound)						
Capital Outlay Support			22.5	12.5	30.7	8.2
Capital Outlay Construction			62.0	-	56.1	(5.9)
Total			84.5	12.5	86.8	2.3
* OTD Touchdown 2 Detour(2)						
Capital Outlay Support			15.0	3.7	13.6	(1.4)
Capital Outlay Construction			51.0	-	57.3	6.3
Total			66.0	3.7	70.9	4.9
* OTD Electrical Systems						
Capital Outlay Support			1.5	0.8	1.5	-
Capital Outlay Construction			4.4	-	4.4	-
Total			5.9	0.8	5.9	-
Existing Bridge Demolition						
Capital Outlay Support	79.7	(19.8)	59.9	1.4	41.3	(18.6)
Capital Outlay Construction	239.2	(0.1)	239.1	-	241.2	2.1
Total	318.9	(19.9)	299.0	1.4	282.5	(16.5)
* Cantilever Section						
Capital Outlay Support			-	-	15.0	
Capital Outlay Construction			-	-	60.4	
Total			-	-	75.4	
* 504/288 Sections						
Capital Outlay Support			-	1.4	26.3	
Capital Outlay Construction			-	-	180.8	
Total			-	1.4	207.1	
YBI/SAS Archeology						
Capital Outlay Support	1.1	-	1.1	1.1	1.1	-
Capital Outlay Construction	1.1	-	1.1	1.1	1.1	-
Total	2.2	-	2.2	2.2	2.2	-

Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through December 31, 2011 (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At-Completion Variance
a	c	d	e = c + d	f	g	h = g - e
YBI - USCG Road Relocation						
Capital Outlay Support	3.0	-	3.0	2.7	3.0	-
Capital Outlay Construction	3.0	-	3.0	2.8	3.0	-
Total	6.0	-	6.0	5.5	6.0	-
YBI - Substation and Viaduct						
Capital Outlay Support	6.5	-	6.5	6.4	6.5	-
Capital Outlay Construction	11.6	-	11.6	11.3	11.6	-
Total	18.1	-	18.1	17.7	18.1	-
Oakland Geofill						
Capital Outlay Support	2.5	-	2.5	2.5	2.5	-
Capital Outlay Construction	8.2	-	8.2	8.2	8.2	-
Total	10.7	-	10.7	10.7	10.7	-
Pile Installation Demonstration Project						
Capital Outlay Support	1.8	-	1.8	1.8	1.8	-
Capital Outlay Construction	9.3	-	9.3	9.2	9.3	-
Total	11.1	-	11.1	11.0	11.1	-
Stormwater Treatment Measures						
Capital Outlay Support	6.0	2.2	8.2	8.2	8.2	-
Capital Outlay Construction	15.0	3.3	18.3	16.8	18.3	-
Total	21.0	5.5	26.5	25.0	26.5	-
Right-of-Way and Environmental Mitigation						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay & Right-of-Way	72.4	-	72.4	51.7	80.4	8.0
Total	72.4	-	72.4	51.7	80.4	8.0
Sunk Cost - Existing East Span Retrofit						
Capital Outlay Support	39.5	-	39.5	39.5	39.5	-
Capital Outlay Construction	30.8	-	30.8	30.8	30.8	-
Total	70.3	-	70.3	70.3	70.3	-
Other Capital Outlay Support						
Environmental Phase	97.7	-	97.7	97.8	97.7	-
Pre-Split Project Expenditures	44.9	-	44.9	44.9	44.9	-
Non-Project Specific Costs	20.0	(8.0)	12.0	3.2	12.0	-
Total	162.6	(8.0)	154.6	145.9	154.6	-
Subtotal Capital Outlay Support	959.3	218.0	1,177.3	1,022.5	1,275.3	98.0
Subtotal Capital Outlay Construction	4,492.2	589.4	5,081.6	4,053.9	5,180.8	99.2
Other Budgeted Capital	35.1	(3.3)	31.8	0.7	7.7	(24.1)
						-
Total SFOBB East Span Replacement Project	5,486.6	804.1	6,290.7	5,077.1	6,463.8	173.1

¹ Figures may not sum up to totals due to rounding effects.

Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
New Benicia-Martinez Bridge Project						
New Bridge						
Capital Outlay Support						
BATA Funding	84.9	7.2	92.1	91.9	92.1	-
Non-BATA Funding	-	0.1	0.1	0.1	0.1	-
Subtotal	84.9	7.3	92.2	92.0	92.2	-
Capital Outlay Construction			-			-
BATA Funding	661.9	94.6	756.5	753.7	756.5	-
Non-BATA Funding	10.1	-	10.1	10.1	10.1	-
Subtotal	672.0	94.6	766.6	763.8	766.6	-
Total	756.9	101.9	858.8	855.8	858.8	-
I-680/I-780 Interchange Reconstruction						
Capital Outlay Support						
BATA Funding	24.9	5.2	30.1	30.1	30.1	-
Non-BATA Funding	1.4	5.2	6.6	6.2	6.6	-
Subtotal	26.3	10.4	36.7	36.3	36.7	-
Capital Outlay Construction						
BATA Funding	54.7	26.9	81.6	77.1	81.6	-
Non-BATA Funding	21.6	-	21.6	21.7	21.7	0.1
Subtotal	76.3	26.9	103.2	98.8	103.3	0.1
Total	102.6	37.3	139.9	135.1	140.0	0.1
I-680/Marina Vista Interchange Reconstruction						
Capital Outlay Support	18.3	1.9	20.2	20.2	20.2	-
Capital Outlay Construction	51.5	4.9	56.4	56.1	56.4	-
Total	69.8	6.8	76.6	76.3	76.6	-
New Toll Plaza and Administration Building						
Capital Outlay Support	11.9	3.8	15.7	15.7	15.7	-
Capital Outlay Construction	24.3	2.0	26.3	25.1	26.3	-
Total	36.2	5.8	42.0	40.8	42.0	-
Existing Bridge & Interchange Modifications						
Capital Outlay Support						
BATA Funding	4.3	13.7	18.0	18.0	18.0	-
Non-BATA Funding	-	0.9	0.9	0.8	0.9	-
Subtotal	4.3	14.6	18.9	18.8	18.9	-
Capital Outlay Construction						
BATA Funding	17.2	32.8	50.0	37.2	50.0	-
Non-BATA Funding	-	9.5	9.5	-	9.5	-
Subtotal	17.2	42.3	59.5	37.2	59.5	-
Total	21.5	56.9	78.4	56.0	78.4	-
Other Contracts						
Capital Outlay Support	11.4	(0.9)	10.5	9.7	10.5	-
Capital Outlay Construction	20.3	3.3	23.6	18.6	23.6	-
Capital Outlay Right-of-Way	20.4	(0.1)	20.3	17.0	20.3	-
Total	52.1	2.3	54.4	45.3	54.4	-

Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
New Benicia-Martinez Bridge Project continued...						
Subtotal BATA Capital Outlay Support	155.7	30.9	186.6	185.6	186.6	-
Subtotal BATA Capital Outlay Construction	829.9	164.5	994.4	967.8	994.4	-
Subtotal Capital Outlay Right-of-Way	20.4	(0.1)	20.3	17.0	20.3	-
Subtotal Non-BATA Capital Outlay Support	1.4	6.2	7.6	7.1	7.6	-
Subtotal Non-BATA Capital Outlay Construction	31.7	9.5	41.2	31.8	41.3	0.1
Project Reserves	20.8	1.6	22.4	-	22.3	(0.1)
Total New Benicia-Martinez Bridge Project	1,059.9	212.6	1,272.5	1,209.3	1,272.5	-
Notes:	Includes EAs 00601_,00603_,00605_,00606_,00608_,00609_,0060A_,0060C_,0060E_,0060F_,0060G_,0060H_, and all Project Right-of-Way					
Carquinez Bridge Replacement Project						
New Bridge						
Capital Outlay Support	60.5	(0.3)	60.2	60.2	60.2	-
Capital Outlay Construction	253.3	2.7	256.0	255.9	256.0	-
Total	313.8	2.4	316.2	316.1	316.2	-
Crockett Interchange Reconstruction						
Capital Outlay Support	32.0	(0.1)	31.9	31.9	31.9	-
Capital Outlay Construction	73.9	(1.9)	72.0	71.9	72.0	-
Total	105.9	(2.0)	103.9	103.8	103.9	-
Existing 1927 Bridge Demolition						
Capital Outlay Support	16.1	(0.3)	15.8	15.8	15.8	-
Capital Outlay Construction	35.2	-	35.2	35.0	35.2	-
Total	51.3	(0.3)	51.0	50.8	51.0	-
Other Contracts						
Capital Outlay Support	15.8	0.9	16.7	16.5	16.7	-
Capital Outlay Construction	18.8	(1.2)	17.6	16.4	17.6	-
Capital Outlay Right-of-Way	10.5	(0.1)	10.4	9.9	10.4	-
Total	45.1	(0.4)	44.7	42.8	44.7	-
Subtotal BATA Capital Outlay Support	124.4	0.2	124.6	124.4	124.6	-
Subtotal BATA Capital Outlay Construction	381.2	(0.4)	380.8	379.2	380.8	-
Subtotal Capital Outlay Right-of-Way	10.5	(0.1)	10.4	9.9	10.4	-
Project Reserves	12.1	(9.7)	2.4	-	2.4	-
Total Carquinez Bridge Replacement Project ¹	528.2	(10.0)	518.2	513.5	518.2	-
Notes	Other Contracts include EAs 01301_,01302_,01303_,01304_,01305_,01306_,01307_,01308_,01309_,0130A_,0130C_,0130D_,0130F_,0130G_,0130H_,0130J_,00453_,00493_,04700_,00607_,2A270_,and 29920_ and all Project Right-of-Way					

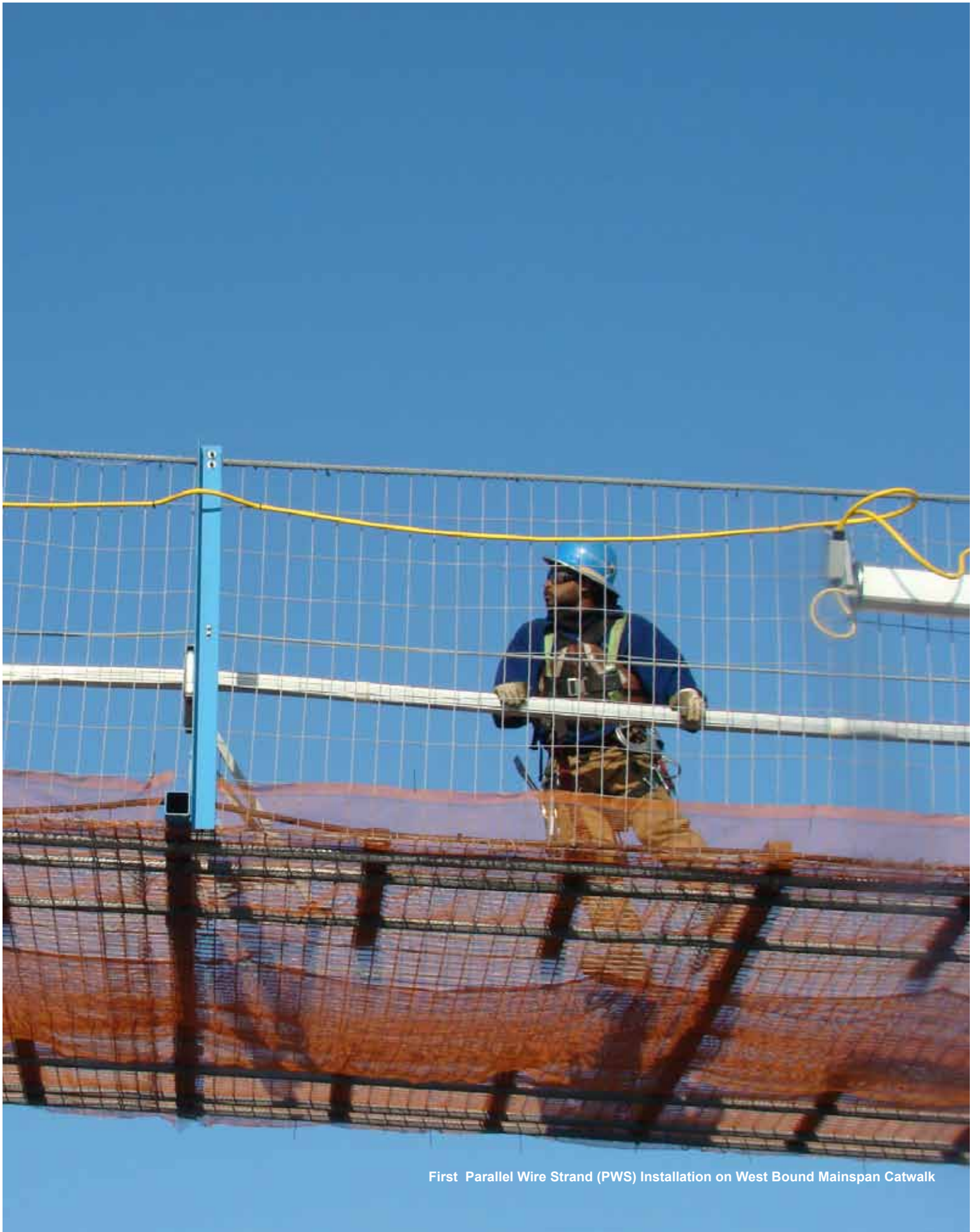
¹ Figures may not sum up to totals due to rounding effects.

Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
Richmond-San Rafael Bridge Trestle. Fender, and Deck Joint Rehabilitation						
Capital Outlay Support						
BATA Funding	2.2	(0.8)	1.4	1.4	1.4	-
Non-BATA Funding	8.6	1.8	10.4	10.4	10.4	-
Subtotal	10.8	1.0	11.8	11.8	11.8	-
Capital Outlay Construction						
BATA Funding	40.2	(6.8)	33.4	33.3	33.4	-
Non-BATA Funding	51.1	-	51.1	51.1	51.1	-
Subtotal	91.3	(6.8)	84.5	84.4	84.5	-
Project Reserves	-	0.8	0.8	-	0.8	-
Total	102.1	(5.0)	97.1	96.2	97.1	-
Richmond-San Rafael Bridge Deck Overlay Rehabilitation						
Capital Outlay Support						
BATA Funding	4.0	(0.7)	3.3	3.3	3.3	-
Non-BATA Funding	4.0	(4.0)	-	-	-	-
Subtotal	8.0	(4.7)	3.3	3.3	3.3	-
Capital Outlay Construction	16.9	(0.6)	16.3	16.3	16.3	-
Project Reserves	0.1	0.3	0.4	-	0.4	-
Total	25.0	(5.0)	20.0	19.6	20.0	-
Richmond Parkway Project (RM 1 Share Only)						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay Construction	5.9	-	5.9	4.3	5.9	-
Total	5.9	-	5.9	4.3	5.9	-
San Mateo-Hayward Bridge Widening						
Capital Outlay Support	34.6	(0.5)	34.1	34.1	34.1	-
Capital Outlay Construction	180.2	(6.1)	174.1	174.1	174.1	-
Capital Outlay Right-of-Way	1.5	(0.9)	0.6	0.5	0.6	-
Project Reserves	1.5	(0.5)	1.0	-	1.0	-
Total	217.8	(8.0)	209.8	208.7	209.8	-
I-880/SR-92 Interchange Reconstruction						
Capital Outlay Support	28.8	35.8	64.6	61.7	64.6	-
Capital Outlay Construction						
BATA Funding	85.2	68.4	153.6	149.0	153.6	-
Non-BATA Funding	9.6	-	9.6	-	9.6	-
Subtotal	94.8	68.4	163.2	149.0	163.2	-
Capital Outlay Right-of-Way	9.9	7.3	17.2	14.7	17.2	-
Project Reserves	0.3	(0.3)	-	-	-	-
Total	133.8	111.2	245.0	225.4	245.0	-
Bayfront Expressway Widening						
Capital Outlay Support	8.6	(0.2)	8.4	8.4	8.4	-
Capital Outlay Construction	26.5	(1.5)	25.0	24.9	25.0	-
Capital Outlay Right-of-Way	0.2	-	0.2	0.2	0.2	-
Project Reserves	0.8	(0.3)	0.5	-	0.5	-
Total	36.1	(2.0)	34.1	33.5	34.1	-

Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
US 101/University Avenue Interchange Modification						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay Construction	3.8	-	3.8	3.7	3.8	-
Total	3.8	-	3.8	3.7	3.8	-
Subtotal BATA Capital Outlay Support	358.3	64.7	423.0	418.9	423.0	-
Subtotal BATA Capital Outlay Construction	1,569.8	217.5	1,787.3	1,752.6	1,787.3	-
Subtotal Capital Outlay Right-of-Way	42.5	6.2	48.7	42.3	48.7	-
Subtotal Non-BATA Capital Outlay Support	14.0	4.0	18.0	17.5	18.0	-
Subtotal Non-BATA Capital Outlay Construction	92.4	9.5	101.9	82.9	102.0	0.1
Project Reserves	35.6	(8.1)	27.5	-	27.4	(0.1)
Total RM1 Program	2,112.6	293.8	2,406.4	2,314.2	2,406.4	-
Notes:						
1 Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Includes Non-TBSRP Expenses for EA 0438U_ and 04157_						
2 San Mateo-Hayward Bridge Widening includes EAs 00305_,04501_,04503_,04504_,04504_,04505_,04506_,04507_,04508_,04509_,27740_,27790_,04860_						

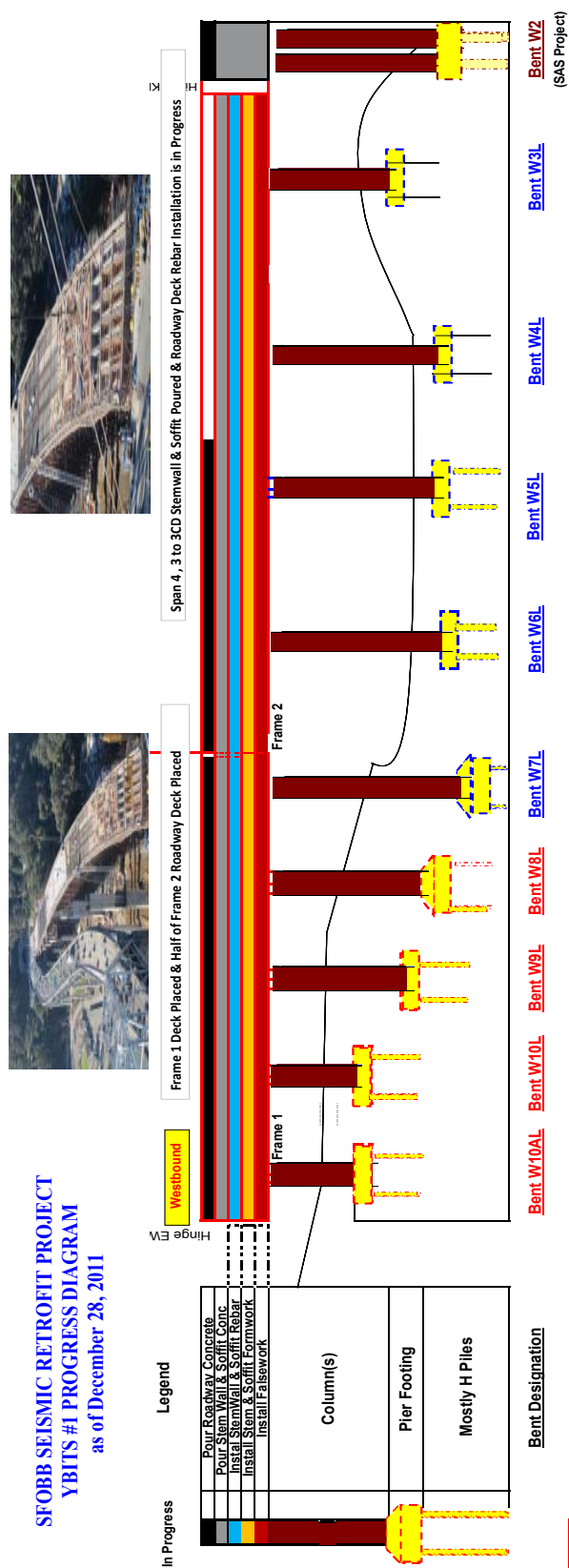


First Parallel Wire Strand (PWS) Installation on West Bound Mainspan Catwalk

Appendix D: Progress Diagrams

Yerba Buena Island Transition Structures

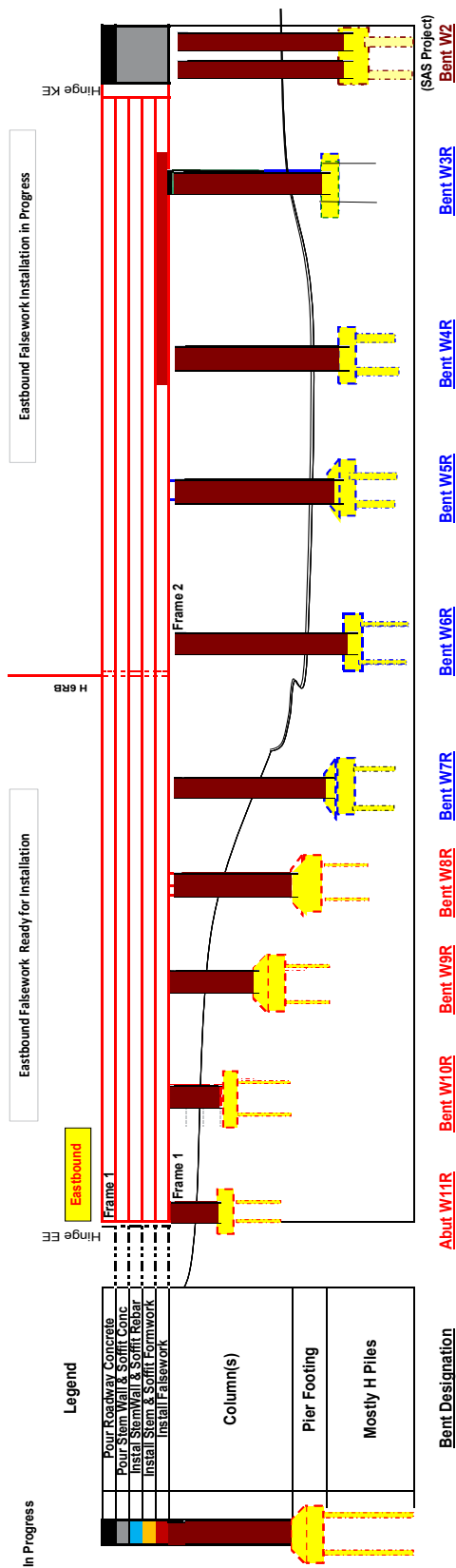
**SFOBB SEISMIC RETROFIT PROJECT
YBITS #1 PROGRESS DIAGRAM
as of December 28, 2011**



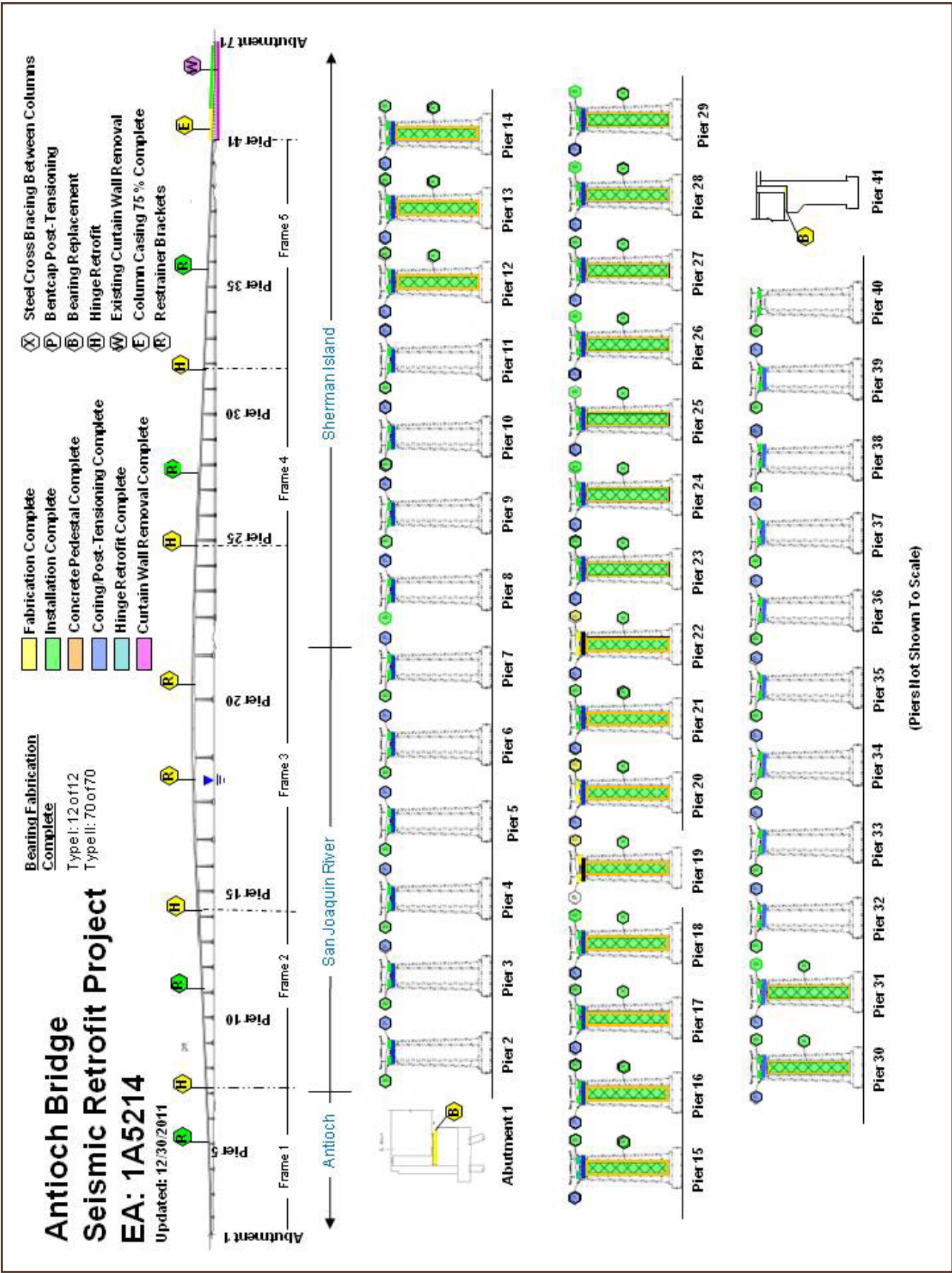
YBITS # 1 CONTRACT (MCM)

Note:

1. W10AL, W10L, W9L, W8L, W7L & W6L all have North and South Columns.
2. EB On Ramp Structure is not included in this Diagram
3. Progress Shown is based on North Columns

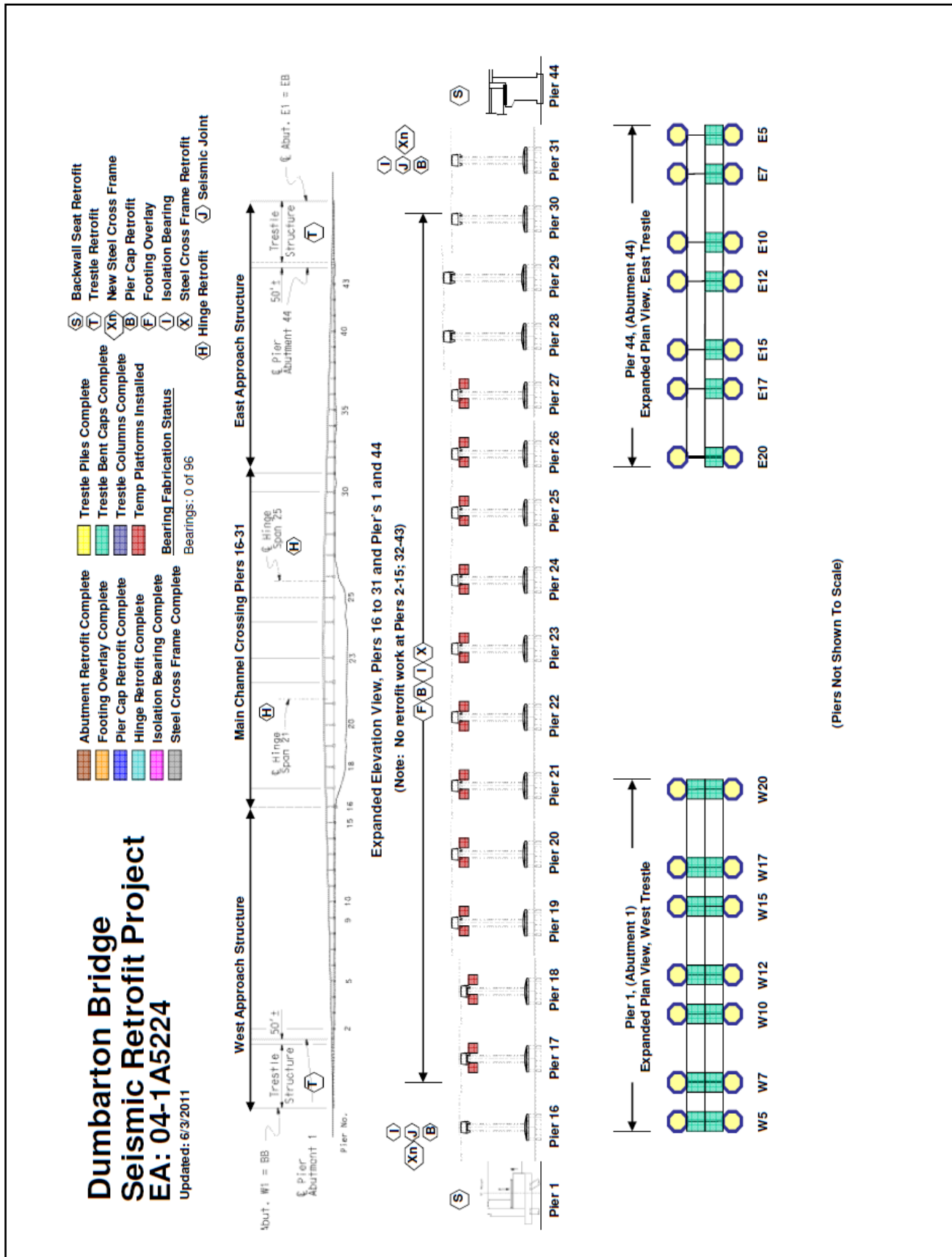


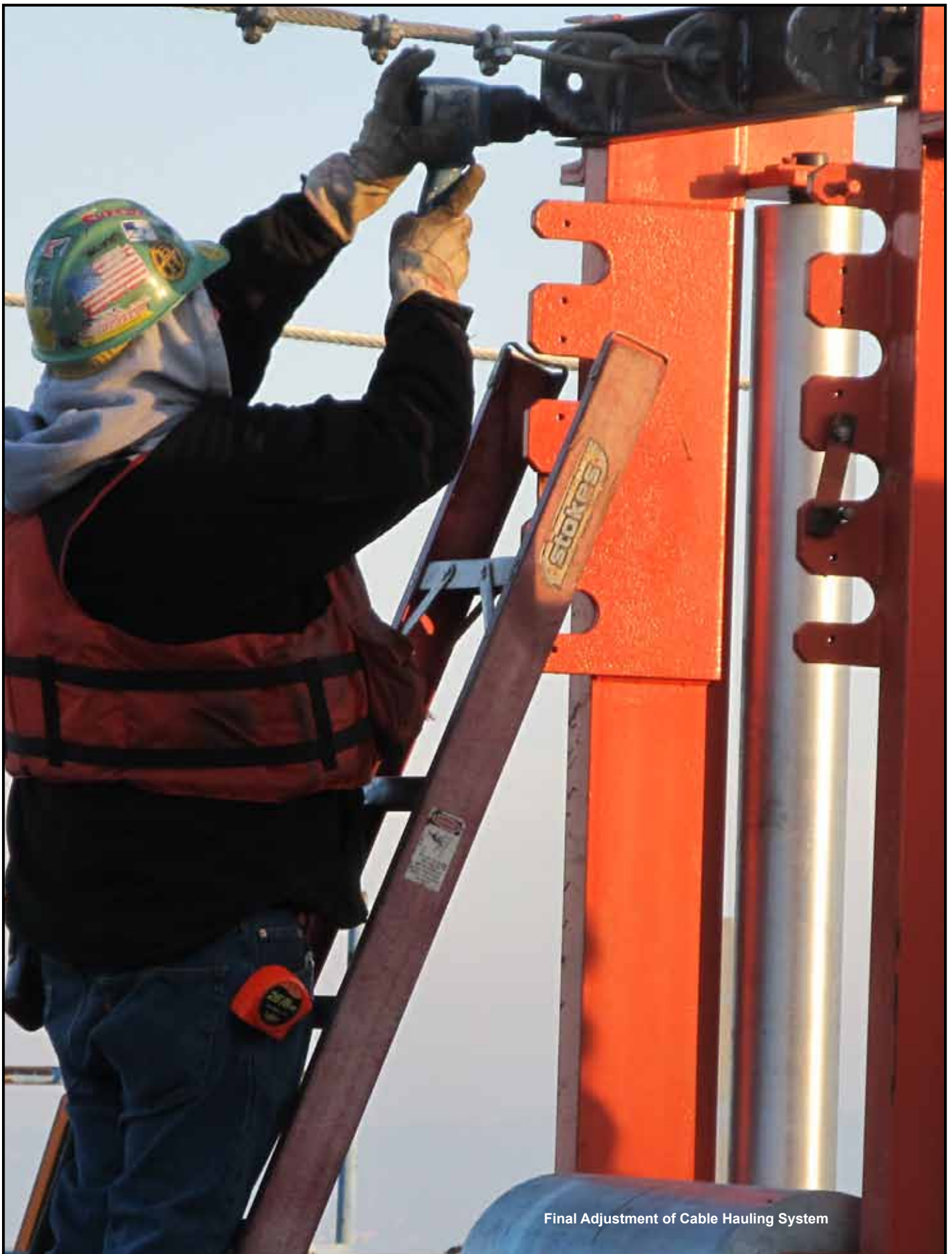
Appendix D: Progress Diagrams (cont.) Antioch Bridge



Appendix D: Progress Diagrams (cont.)

Dumbarton Bridge





Final Adjustment of Cable Hauling System



Project Photos



Appendix E: Project Progress Photographs

Self-Anchored Suspension Bridge Field Work



Lifting Lug Deck Repair on East End Roadway Box



Parallel Wire Strand (PWS) at Tower Saddle



Second PWS Spool Connected to Cable Hauling System



Checking Connection of Haul Rope and Haul Frame Prior to Hauling PWS



Suspension Bridge Roadway Box Being Placed



YBITS #1 Eastbound Falsework Installation in Progress

Appendix E: Project Progress Photographs

Antioch Bridge



Completed Isolation Bearing between Plate Girder and Bent Cap



Column Casings Installed at Sherman Island Approach Structure

Appendix E: Project Progress Photographs

Dumbarton Bridge



Dumbarton Bridge - Pier 31 Pier Cap



Dumbarton Bridge - Pier 23 Fender Rehabilitation

Appendix E: Project Progress Photographs

Westbound Oakland Detour



Oakland Detour - Structural Support



Oakland Detour - Support Wall Westbound Widening structural Support Wall



Oakland Detour - Westbound Approach Widening Deck Formwork



Oakland Detour - Westbound Wall Exterior Structural Support Wall



Westbound Oakland Touchdown Detour Construction Progress

Appendix E: Project Progress Photographs

Yerba Buena Island Transition Structure #1 Westbound



YBITS #1 Westbound Barrier Wall Reinforcing Steel Installation



YBITS #1 Westbound First Section of Roadway Deck Post Tensioning Work Ongoing



YBITS #1 Westbound Roadway Deck Progress

Appendix F: Glossary of Terms

Glossary of Terms

AB144/SB 66 BUDGET: The planned allocation of resources for the Toll Bridge Seismic Retrofit Program, or subordinate projects or contracts, as provided in Assembly Bill 144 and Senate Bill 66, signed into law by Governor Schwarzenegger on July 18, 2005 and September 29, 2005, respectively.

BATA BUDGET: The planned allocation of resources for the Regional Measure 1 Program, or subordinate projects or contracts as authorized by the Bay Area Toll Authority as of June 2005.

APPROVED CHANGES: For cost, changes to the AB144/SB 66 Budget or BATA Budget as approved by the Bay Area Toll Authority Commission. For schedule, changes to the AB 144/SB 66 Project Complete Baseline approved by the Toll Bridge Program Oversight Committee, or changes to the BATA Project Complete Baseline approved by the Bay Area Toll Authority Commission.

CURRENT APPROVED BUDGET: The sum of the AB144/SB66 Budget or BATA Budget and Approved Changes.

COST TO DATE: The actual expenditures incurred by the program, project or contract as of the month and year shown.

COST FORECAST: The current forecast of all of the costs that are projected to be expended so as to complete the given scope of the program, project, or contract.

AT COMPLETION VARIANCE or VARIANCE (cost): The mathematical difference between the Cost Forecast and the Current Approved Budget.

AB 144/SB 66 PROJECT COMPLETE BASELINE: The planned completion date for the Toll Bridge Seismic Retrofit Program or subordinate projects or contracts.

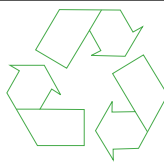
BATA PROJECT COMPLETE BASELINE: The planned completion date for the Regional Measure 1 Program or subordinate projects or contracts.

PROJECT COMPLETE CURRENT APPROVED SCHEDULE: The sum of the AB144/SB66 Project Complete Baseline or BATA Project Complete Baseline and Approved Changes.

PROJECT COMPLETE SCHEDULE FORECAST: The current projected date for the completion of the program, project, or contract.

SCHEDULE VARIANCE or VARIANCE (schedule): The mathematical difference expressed in months between the Project Complete Schedule Forecast and the Project Complete Current Approved Schedule.

% COMPLETE: % Complete is based on an evaluation of progress on the project, expenditures to date, and schedule.



100% Recyclable

This document, including the coil binding, is 100% recyclable

The information in this report is provided in accordance with California Government code Section 755. This document is one of a series of reports prepared for the Bay Area Toll Authority (BATA)/Metropolitan Transportation Commission (MTC) for the Toll Bridge Seismic Retrofit and Regional Measure 1 Programs. The contract value for the monitoring efforts, technical analysis, and field site works that contribute to these reports, as well as the report preparation and production is \$1,574,873.73.



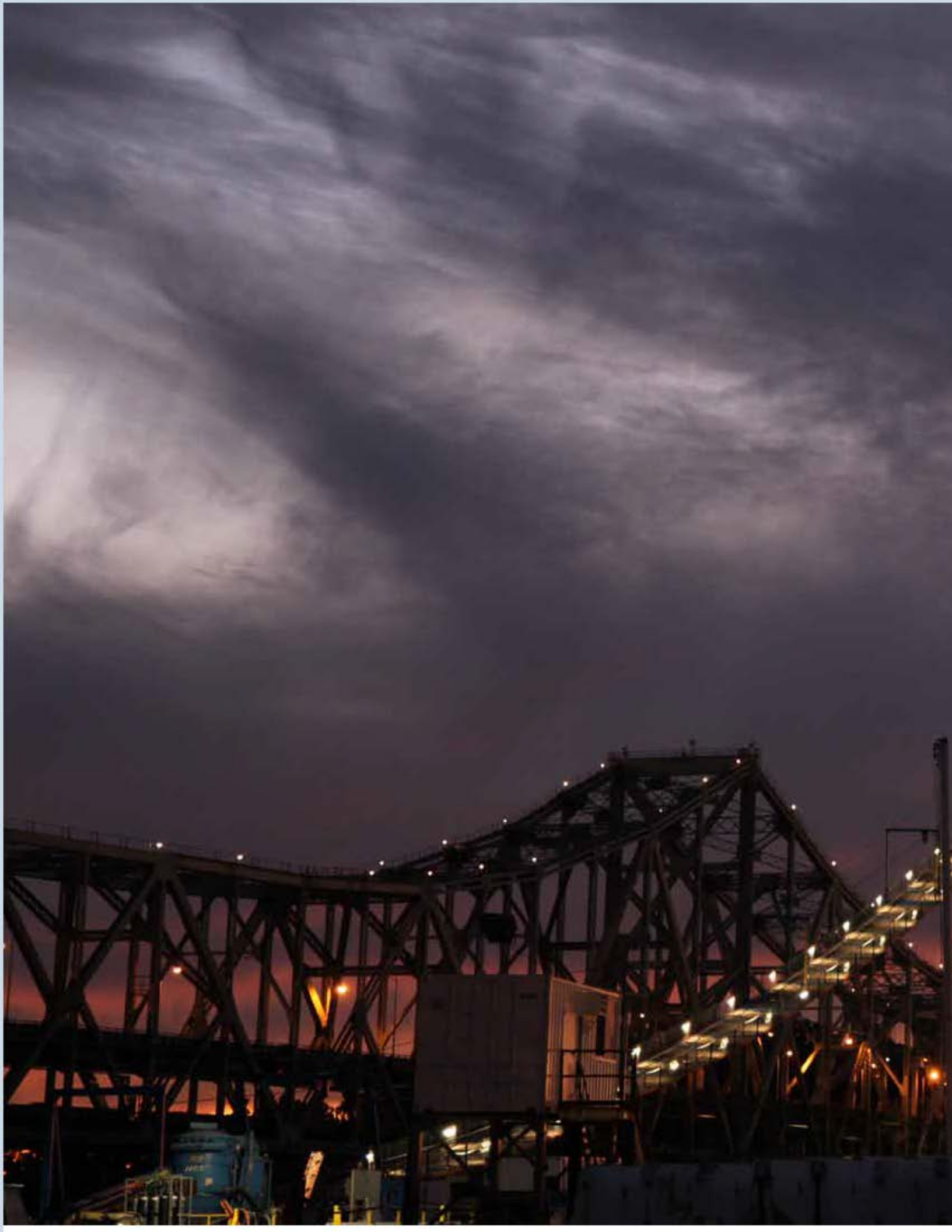
Bay Area Management Consultants

An Association of URS Corporation and Hatch Mott MacDonald





View with Existing East Span on Left and
New Bridge and Tower on right Looking
West from Oakland toward Yerba Buena
Island



Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Clive Endress, New SFOBB East Span Landscape Architect

RE: Agenda No. - 4a
Item – Program Issues
Architecture Items

Recommendation:

APPROVAL (Issue #1- Light Pipe)

Cost:

\$8 to \$10 Million if work completed prior to SSO / subject to scheduling of CCO's

YBITS1 CCO: TBD (for OTD, Skyway & YBITS Structures)

SAS CCO: TBD (for SAS Structure)

Schedule Impacts:

N/a

Discussion:

Issue #1- Light Pipe

The original Light Pipe concept that was shown on the drawings as "Future Light Pipe" was based on 8" clear polycarbonate tubing with a light source at frequent intervals to provide a continuous line of light along the edge of the deck. That lighting option created concern regarding both daytime aesthetics due to its industrial appearance and high initial installation cost, as well as, frequent maintenance requirements and high energy cost. A study was done in 2008 to review the existing plans for the light pipe and what infrastructure had been installed in the field to date. The study was also to identify concerns with respect to completing the design and develop a cost estimate for the light pipe installation. This item was presented to the TBPOC in February of 2008. The range of cost at that time was \$29.1 M to \$40.7 M for installation. The range of cost is due to differences in light fixture options and potential installation challenges. This estimate did not include ongoing maintenance costs.

Newly realized LED technology has now made the original concept obsolete and has provided a viable solution for the providing linear lighting along the edge of the new bridge on both sides with a much improved daytime appearance, low maintenance costs (10 year warranty covers parts & labor) and a very low energy use. The PMT reviewed this technology in September 2011 and requested a test be performed. Subsequently, a 200

Memorandum

foot segment of the LED light pipe was tested and viewed by PMT members and Clive Endress on November 30th, 2011.

The demonstration performed indicates that an LED light pipe is a viable option for linear lighting of the new bridge. When this item was discussed at the January 2011 TBPOC meeting, staff was tasked with bringing back cost and schedule for this item. See table 1 for summary of costs and table 2 for overview schedule to meet Seismic Safety Opening (SSO).

Table 1

Light Pipe Furnish & Install	Material Cost	Installation Cost	Total Cost
Before Bridge Opening	\$3.5M to \$4.5M	\$4.5M to \$5.5M	\$8.0M to \$10.0M
After Bridge Opening	\$3.5M to \$4.5M	\$12.0M to \$16.0M	\$16.0M to \$20.0M

Annual Energy Cost @ 12 hours per day - \$15000 / year

Maintenance Cost - Full Warranty (parts & labor for 10 years); Caltrans to provide lane closures for repair & maintenance

Table 2

Road map with milestone dates for timely installation of the light pipe before SSO		
Item	Date	Comments
Presented to TBPOC	1/5/2012	
Approval from TBPOC (Not to Exceed CCO)	2/5/2012	
Design/Construction Kick-off Meeting	2/12/2012	Bleyco/Manuf./Design JV/ CT
CCO Process & Concept Design	3/12/2011	
Design Development & Fixture Production	8/1/2012	Start Delivery & Installation
Installation Complete	2/1/2013	Pending availability of all areas

There are some challenges with respect to completing this work before SSO as ABF, at the moment, does not seem willing to perform this work. However, it is still possible to accomplish this work prior to SSO by having other contractors participate and only involve ABF when absolutely necessary for the placement of brackets on the SAS structure. It is worth noting that the majority of the light pipe is on the Skyway, OTD and YBITS and that there are a minor number of attachment points required on the SAS (less than 300).

Issue #2: Paint Portions of OTD, Skyway, SAS & YBITS White

A complimentary discussion to the light pipe installation is painting portions of the bridge white/or grey to maintain visual continuity throughout the bridge, ("a clean white line from shore to shore"). An initial range for the rough order of magnitude for this work is \$12 M to \$18 M. If the work is done by CCO the cost can be expected to be on the high side of this range. Additionally, initial estimates for the annual maintenance costs are approximately \$600 K annually starting after 15 years.

Issue #3: YBI Bridgehead Concepts – The architecture team has proposed the placement of 'bridgeheads' at YBI to emphasize the arrival to the island, and to provide a clear transition from one structural form to the next. BCDC has stated that they likely do not have jurisdiction over the proposed bridgeheads, but needed clarification on their purpose and need. Staff is in the process of verifying the cost and constructability of the bridgeheads, which have been roughly estimated to cost several million dollars.

Issue #4: Demolition Related Issues

On December 7, 2011, staff met with BCDC to discuss a number of the architectural concepts related to the demolition project, and previously presented the TBPOC. BCDC was generally receptive of the concepts, and had constructive comments and suggestions to move forward as summarized below:

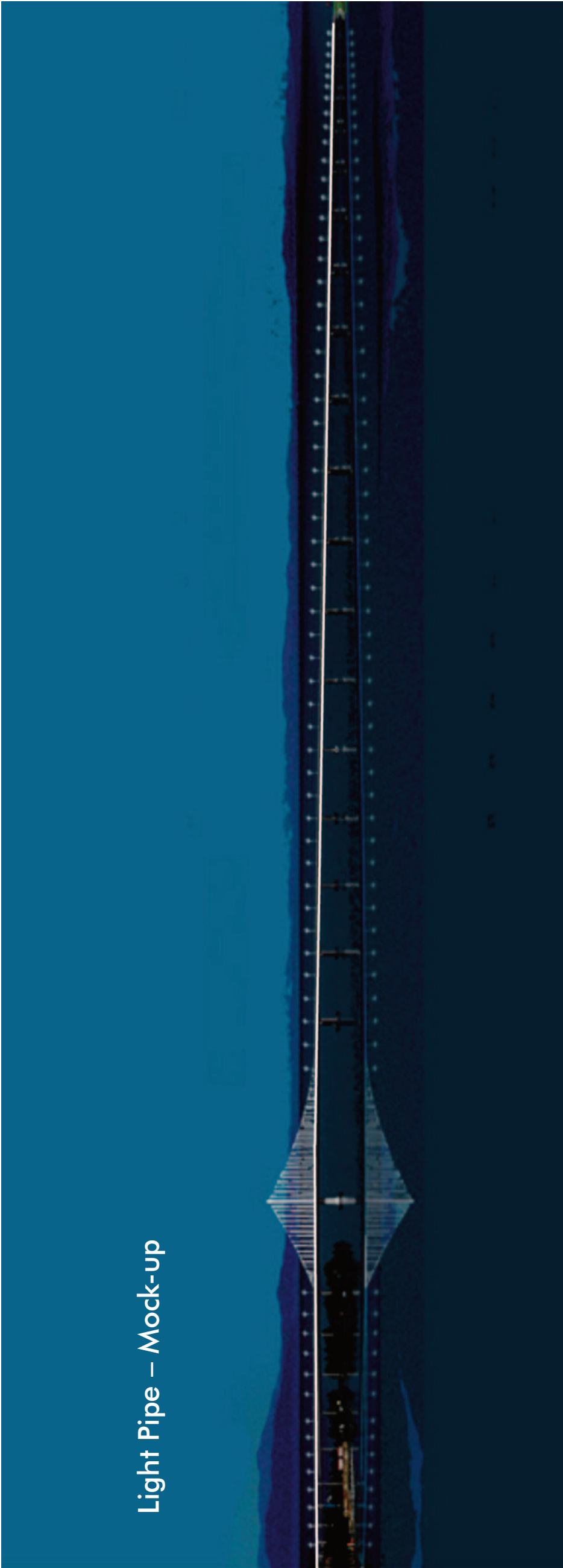
- a) **E1 Reuse Concept** – BCDC believed that there was some merit to saving the pier 2 ft above grade, but had questions on access. Staff is taking the next steps to work up pathway up to E1 from Yerba Buena Island and will follow up with discussions with Caltrans, the City of San Francisco, and the U.S. Coast Guard discuss security and access issues with making it a public space. The estimated savings for maintaining a portion of E1 is \$2 to 4 million. A decision on this item will need to be made soon to incorporate any changes into the YBITS2/Cantilever Demolition contract by March 2012.
 - b) **Gateway Park Salvage Concepts** – On salvaging a 504' truss at Gateway Park, BCDC had concerns about its large mass given the linear nature, likely development, and access of the Park. The rough order of magnitude for cost of this item is \$10 million dollars. A decision on this item is not critical at this time as the 504/288 Demolition contract will be advertised in 2014.
- Attachments(s)

Memorandum

- c) **Existing Pier Reuse as Permit Required Shore Bird Habitat Concept** – BCDC suggested that staff discuss relocation of the habitat additional avian biologists to determine if birds could safely use the proposed existing piers near the Oakland touch down. Staff will be arranging to meet with the biologists. The estimated savings for reusing existing piers is \$1 to 2 million. A decision on this item is not critical at this time as the 504/288 Demolition contract will be advertised in 2014.

Attachments(s):

Architectural Issues Illustration Package





No Light Pipe – As Built



Light Pipe



View One – As Built



View One – Painted Concrete and Steel



View Two – As Built



View Two – Painted Concrete and Steel



Bridge Heads



Without Bridge Heads

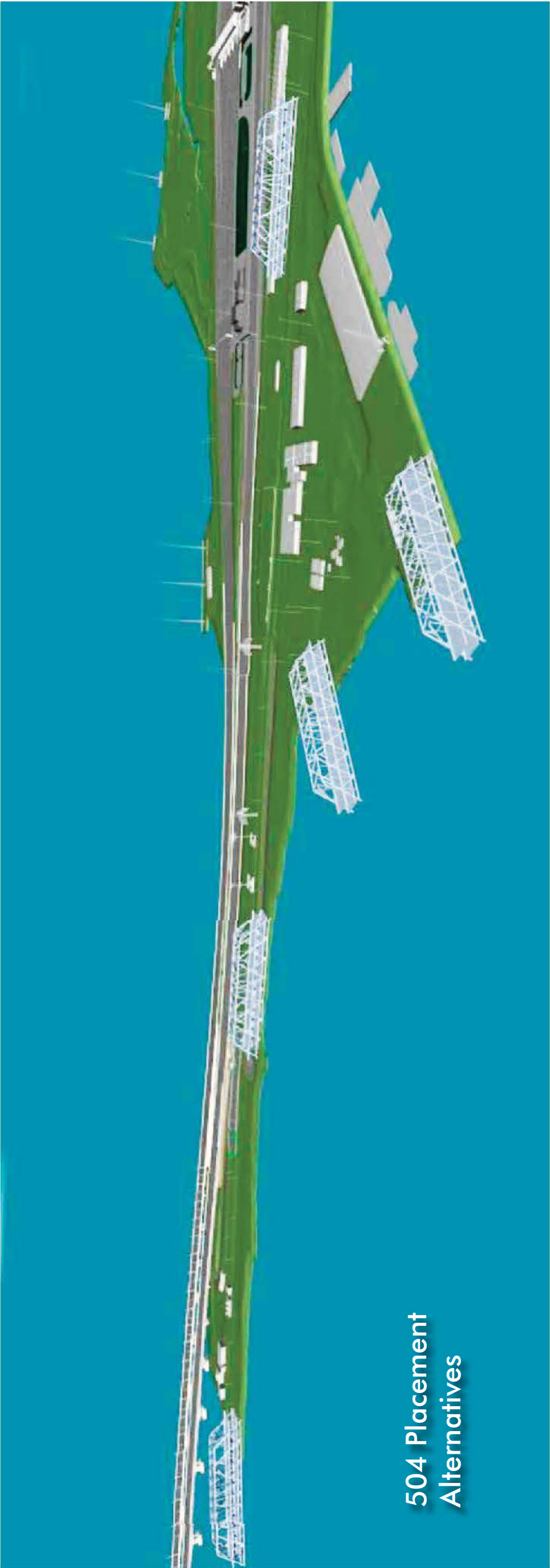


E-1 – Reuse (View 1)



E-1 – Reuse (View 2)







Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Program Management Team, PMT

RE: Agenda No. - 4b
Item – Program Issues
Bay Bridge East Span Opening

Recommendation:
APPROVAL

Cost:
TBD

Schedule Impacts:
N/A

Discussion:

In order to create a collaborative East Span Opening event planning process, staff seeks approval on three main elements that will help move the process forward by defining our roles, developing clear decision-making processes and creating parameters for our event planning efforts:

1. Use of Bay Bridge Alliance (BBA) to develop and implement East Span Opening Event: BBA is a private, non-profit agency¹ formed to conduct activities related to the development and implementation of the opening celebration of the eastern span of the San Francisco-Oakland Bay Bridge in 2013. This will include raising the funds needed for event planning and implementation.
2. Development of a Memorandum of Understanding (MOU) between Bay Bridge Alliance and TBPOC: This document, which will use as a model the agreement used by the Golden Gate Bridge Highway and Transportation District (GGBHTD) and the Golden Gate National Parks Conservancy, will be an agreement between the Bay Bridge Alliance and the TBPOC. This document outlines the relationship between TBPOC agencies and BBA during the event planning process and implementation. The document will be reviewed jointly by all affected parties prior to approval.

¹ 501(c)(3) status pending formal federal approval.

Memorandum

3. Selection of an Alternative for the East Span Opening Event: We request approval of a draft plan detailing three alternatives (1) single day/no public access, 2) single day/with public access, or 3) multi-day/with public access) for a Bay Bridge East Span opening event, including selection of a preferred alternative.

Additional Information on the MOU:

Staff proposes to use the existing MOU between GGBHTD and the Golden Gate Parks Conservancy as a guide for development an MOU with the Bay Bridge Alliance MOU. The Bay Bridge Alliance MOU is being customized to fit the needs of both the planning process for the East Span opening event and for the long-term development of a transportation museum and other improvements at the Gateway Park site.

A draft MOU is currently circulating among members of the TBPOC agencies' staff while we await final approval by the Internal Revenue Service of the 501(c)(3) application. The draft MOU's recitals currently include: definition of Bay Bridge Alliance's function and authority; funding and event planning parameters; and each party's role in the event planning process.

Caltrans' MOU requirements, outlined in an email dated 1/19/12, have been incorporated into the current draft MOU document. These include specific information on TBPOC staff's inclusion in Bay Bridge Alliance meetings, TBPOC's role in event planning, event fundraising parameters, communication with TBPOC, and key functions of the Communication Partnership Team.

Attachment(s):

1. Draft Event Plan (see end of binder)
2. Bay Bridge Alliance 501©(3) Application
3. Project Agreement for GGB 75th Anniversary
4. GGBHTD Parks Conservancy Agreement

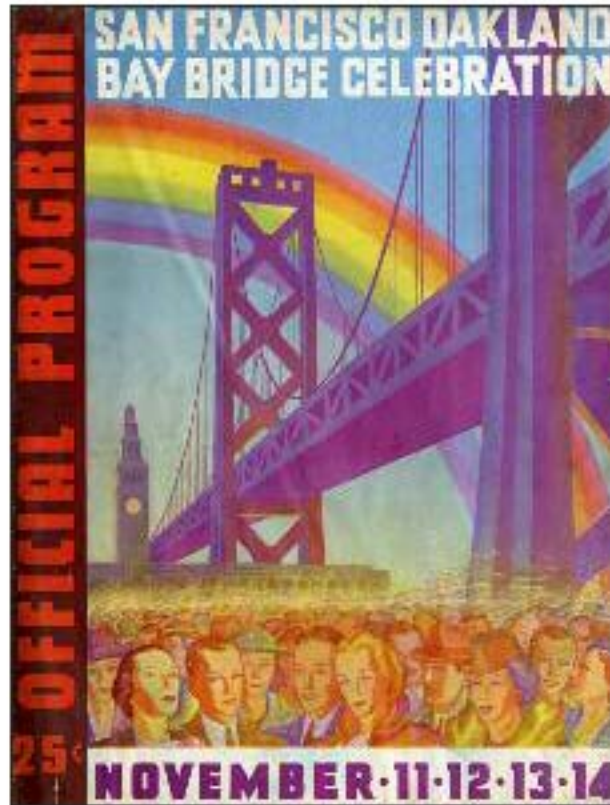


NEW BAY BRIDGE EAST SPAN 2013 OPENING CELEBRATION

DRAFT EVENT PLAN

January 2012





Four day of festivities on both sides of the bay marked the 1936 opening of the Bay Bridge. Adjusted for inflation, that \$2.50 parade ticket would cost more than \$40 in 2012.



A Bay Area Tradition of Celebration

BAY AREA RESIDENTS historically have turned out in large numbers to celebrate the bridges of San Francisco Bay and to honor the central role the bridges play in the daily life of our region. Golden Gate Bridge officials in May 1987 expected no more than 50,000 people to show up early on a Sunday morning for the 50th anniversary of that span's opening. They were caught wholly unprepared when an estimated 800,000 arrived.



Crowds mobbed the Oakland end of the Bay Bridge in 1936 to celebrate the opening of the new span

The 1936 opening of the Bay Bridge included a regionwide celebration that drew hundreds of thousands of participants over four days of both free and ticketed festivities on both sides of the Bay. **Official events included parades, fireworks shows, concerts, balls, football games, multiple air shows and boat races (including races for naval vessels), a spectacular searchlight display on the bay, formal dinners and luncheons, and bridge dedication ceremonies featuring Gov. Frank Merriam and former President Herbert Hoover.**



And once President Franklin Roosevelt pressed a remote-control button in the White House to activate traffic signal more than 2,400 miles away, people from throughout northern California climbed into their cars and flocked to the bridge for the privilege of paying 65 cents — equivalent to more than \$20 today — to maneuver their vehicles through what was then the biggest traffic jam in Bay Area history.



The 1987 celebration of the Golden Gate Bridge 50th anniversary provided many sobering public safety lessons for future bridge events

Bay Area residents' affection for and identification with the region's bridges has continued into the 21st Century. This was demonstrated in 2003 when an estimated 30,000 revelers braved chill winds and intermittent showers to celebrate the opening of the Alfred Zampa Memorial Bridge over the Carquinez Strait and most recently in August 2009 when a large crowd gathered on a blistering day in a comparatively remote location for the debut of the bicycle/pedestrian path on the Benicia-Martinez Bridge.

A Time to Celebrate... Again



For evaluating celebration alternatives, this draft event plan assumes an opening celebration during the Labor Day weekend of 2013.

THE OPENING of the new Bay Bridge East Span is an event worthy of a large-scale civic celebration. It marks both the advent of a new architectural and engineering icon and the end of a decades-long effort to deliver seismic safety to the region's transportation network following the 1989 Loma Prieta earthquake.

The following pages outline in detail three distinct levels of celebration — Bronze, Silver or Gold — for the opening of the new East Span. The description of each option identifies potential challenges and includes projected costs, as well as opportunities to generate private revenues that can offset these costs.

Regardless of whether a bronze-, silver- or gold-level celebration is selected, the event will emphasize the bridge's world class design and engineering innovations, and its position as the newest jewel in the internationally renowned collection of architectural and engineering gems adorning San Francisco Bay.



To accomplish this, staff from the TBPOC agencies and their partners will cultivate the participation of:

- project construction workers;
- local schools and colleges;
- Bay Area museums (including Oakland Museum of California, Lawrence Hall of Science, Exploratorium), and local artists, writers and poets;
- bridge designers and peer review panelists; and
- local residents who also participated in the construction and opening of the original 1936 Bay Bridge.

The current target for opening the new East Span to regular vehicle traffic is by 5 a.m. on Tuesday, Sept. 3, 2013. Auspiciously, this date comes shortly after the expected conclusion of Louis Vuitton Cup qualifying races for the 34th America's Cup in the spectacular natural amphitheater of San Francisco Bay, and just days before the September 7 start of the America's Cup Finals. Opening the new bridge at the same time America's Cup races are taking place offers a chance for the people of the Bay Area to share the East Span celebration — as well as the region's natural beauty, colorful history, dynamic economy, and diverse communities — with the rest of the world.

The opening of the new East Span is little more than a year away. A public celebration also provides the best possible opportunity to establish among Bay Area residents — and East Bay residents in particular — a sense of connection with and even ownership of the new East Span.



The 2013 America's Cup races provides a chance to show the bridge's opening celebration with the rest of the World.



the new East Span is more than just an architectural and engineering triumph, it is a symbol of the Bay Area's position as a global center of innovation.



Bronze, Silver and Gold

THE OPTION EXISTS to offer public (pedestrian) access to the Bay Bridge prior to its opening to vehicular traffic. The first pivotal decision in planning the East Span opening celebration is whether to provide this access. The Bronze celebration detailed on the following pages assumes an opening celebration with no public access to the bridge.

It is staff's recommendation that the TBPOC offer the public a unique opportunity to experience the span "up close and personal" during the opening celebration with some level of public access. The Silver celebration provides for a single day of public access, highlighted by a Bridge Walk, which actually would be a series of timed-access opportunities, or "waves" for groups of perhaps no more than 50,000 per wave to walk across the westbound decks of both the new East Span and the original West Span.

The Gold level is conceived as a multi-day event with a continuum of levels of access and scale of events. These would include a Bridge Run and a family bicycling event as well as a Bridge Walk.

Bronze Level

Single Day, No Public Access to Bridge

THE OPENING CELEBRATION for the new East Span will occur while the bridge is closed in both directions to regular vehicle traffic as Caltrans construction teams work to reconfigure the roadway on the Oakland side to align with the new span. For evaluating celebration alternatives, it is assumed that the opening event will occur during the 2013 Labor Day weekend.



The cutting of chains by California governors has become a tradition for Bay Bridge project openings.

A Bronze-level celebration, which could be managed largely, if not exclusively, by the TBPOC agencies, would take place on Monday, Sept. 2 at the foot of the west-bound Oakland Touchdown and would involve:

- multi-cultural/interfaith blessing ceremony for new bridge.
- ceremonial chain cutting
- remarks by public officials
- evening fireworks display

Access to the event will be limited to public officials, media, workers and invited guests.

Challenges: Close collaboration and coordination with Caltrans construction staff to ensure all paving and other roadway reconfiguration work has been completed prior to the event

Costs: The cost of a fireworks display is estimated at \$10,000 per minute for each firing position. Given the length of the Bay Bridge corridor, and the historic nature of the event, it is recommended that up to 20 positions be used for a spectacle that can be enjoyed not only from the bridge but also from both the East Bay and San Francisco shorelines. Consequently, a 10-minute display is estimated to cost \$2 million. Cost estimates for other program categories will be developed in coming weeks. An extensive but perhaps incomplete list of potential cost cat-



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An evening fireworks display for the East Span opening could involve up to 20 barge-mounted firing positions.

egories for a top-notch event featuring high-ranking national and state elected officials is outlined on the following pages:

Revenue Strategies: Seek contributions mainly from bridge contractors to offset cost of fireworks and other production expenses. Additional funds may be generated through merchandising of:

- Official event program
- East Span apparel (hats, T-shirts, jackets, etc.)
- East Span posters
- East Span and West Span Lego kits
- Bridge Bits (small souvenir pieces construction leftovers).

Bronze Level Costs

Single Day, No Public Access to Bridge

Westbound Oakland Touchdown

Presentation Stage – Front of House (FOH) Platform

Presentation Stage

Press Risers

VIP Risers

Camera Platforms

Tenting – Front of House (FOH) Platform

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready / Green Room

Tenting – Press / Interview

Furniture and Décor Package – Main Stage

Furniture Package – FOH

Furniture Package – VIP Risers

Furniture Package – Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready/ Green Room

Furniture and Décor Package – Press/Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio/ Video/and Lighting Package, including Support

Main stage – Generators and Power Distribution

Invited Guests' Viewing Area — Presentations, Chain Cutting and Fireworks

Fencing and Barricade – Perimeter and Safety Sections

ADA Viewing Section – Riser and Barricade

Waste Management – Equipment Package

Restroom Compound and Servicing

Water Stations – Equipment Package

Press Compound

Tenting

Press Registration/ Press Check in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard line Connectivity

Press Compound – Office Equipment and Supplies

Press Feed – Video Package/Audio

Press – Lighting Package

Waste Management Equipment

Press Restroom Compound and Services

Generators and Power Distribution

Westbound Oakland Touchdown Ceremonial Chain Cutting

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIP's/Dignitaries

Fireworks Display

Pyrotechnical Fees – 10-20 Minutes

Barges and Tugboats

Food and Beverage

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

Graphics and Signage

Main Stage Branding

Program Flyer

Merchandizing –

Branding and Signage

Sponsorship Fulfillment –
Branding and Signage

Engineering – Main Stage

EMT/First Aid Services

Radios/Communications

Trucking

**Production Staff
(pre-production
and onsite)**

Technical Producer – Main
stage

Technical Director – All other
areas

Production Designer

Event Designer

Green Room Managers

VIP Liaisons

Press Check-in Staff

Venue Managers – Main
Stage/Press Compound/ In-
vited Guests

Project Manager – Food and
Beverage

Project Manager –
Security

Security Team – Main Stage
and VIP

Security Team – Invited Guests

Project Manager –

Operations/Waste Manage-
ment

Waste Management Team

Project Manager –
Entrance Control

Entrance Control Team

Project Managers – Transporta-
tion

Transportation Management
Teams

Production Manager

Stand By/Onsite Hit Team

Production Labor

Scenic

Tenting Installation/
Striking

Lighting

Audio

Video

Rigging

Power Distribution

IT

Silver Level

Single Day, Bridge Walk Event for Public

THE SILVER CELEBRATION opens the bridge to the public — with a Bridge Walk on the westbound decks of both the new East Span and the original West Span (as well a parade across the East Span) — and marks a huge leap in scale and complexity from the Bronze event.



The 2003 opening of the new Carquinez Bridge featured a Bridge Walk with a wide safety corridor and plenty of CHP assistance.

As with the Bronze event, the Silver celebration would take place Monday, Sept. 2. The key difference is opening the bridge to the public. Preliminary estimates by a major Bay Area event producer indicate such an event likely would attract some 1 million people. A possible itinerary of events might include:

- Multi-cultural/interfaith blessing ceremony for new bridge.
- Chain-cutting ceremony and speeches by public officials and veterans of 1936 opening;
- Opening of an activity hub that includes food, beverage and merchandise vendors; a variety of participatory activities for guests of all ages; art exhibitions; and exhibitions on the East Span project as well as on the 1936 opening of the original Bay Bridge and the 1939-40 Treasure Island World's Fair.
- Labor Day Parade from the Oakland Touchdown area to Yerba Buena Island, featuring select high school marching bands; school groups involved in TBPOC educational outreach; Bay Bridge project workers; elected officials, vintage cars, etc.
- Bridge Walk: a series of timed-access "waves" with some 50,000 people per wave.
- Evening fireworks display.



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A Silver celebration would allow for some additional events (e.g. an air show over the bay, a concert on Treasure Island with the SAS tower providing a dramatic stage backdrop) that could be held in partnership with the America's Cup Event Authority. The Silver celebration also would allow for ancillary events to be held outside the Bay Bridge corridor during the week(s) leading up to the bridge opening. These may include:

- Black tie events for public officials, bridge contractors, etc.
- Engineering and design conference and symposium
- Exhibitions on the Bay Bridge and San Francisco Bay at the Oakland Museum of California and several other museums around the region
- Themed dances/balls such as those held during the original 1936 opening celebration
- Bridge Crawl — a series of cultural and/or scientific events that would be open to the public, and held at various locations around the Bay Area;
- Event partnerships with local sports teams (Golden State Warriors, Oakland Athletics, San Francisco Giants, Oakland Raiders, San Francisco 49ers, San Jose Sharks);
- Premiere of feature-length documentary film on the Bay Bridge East Span project; and
- Exhibitions of documentary short subjects and other programming at the new dog park below the West Span's San Francisco anchorage.



The long Bay Bridge corridor allows for a fireworks spectacular that can be enjoyed by viewers miles from the shoreline.

Silver Level (continued)

Single Day, Bridge Walk Event for Public



Transporting Bridge Walk participants to and from the Oakland Touchdown area is among the biggest challenges TBPOC agencies and their partners will have to address.

Challenges:

- Logistics
- Transportation
- Outsourcing Event Production
- Fundraising
- Coordination with Caltrans construction

The enormous expected participation in a bridge walk makes the logistical challenges of the Silver celebration far greater than those of the Bronze event. Indeed, coordination with Caltrans construction staff likely will be the easiest of the myriad challenges this level of celebration entails.

The projected attendance of 1 million is more than 30 times greater than the estimated 30,000 people who attended the 2003 opening of the new Carquinez Bridge. Thus, to coordinate an event of this size, TBPOC agency staff will require assistance from an experienced producer of large-scale events to plan and execute the celebration.

In addition to creating a quality experience for Bridge Walk participants, the event producer must:

- ensure the safety and security of participants, including access for emergency personnel;
- establish and execute a timed-access plan to limit the number of people on the west-bound bridge decks at any one time to about 100,000 or fewer;
- establish an activity hub and staging areas — complete with entertainment stages, children's activities, food/beverage services, sanitation, etc. — near the Oakland Touchdown and at a San Francisco location such as Justin Herman Plaza.
- arrange for and deliver adequate shuttle bus and/or paratransit service to the Oakland Touchdown area and other access sites from staging areas at key transit hubs;
- provide adequate shuttle bus and/or paratransit service along the event corridor;
- provide adequate food and beverage service;
- provide adequate sanitation and waste disposal /recycling services;
- contract with an experienced concert promoter to handle talent booking, ticket sales, etc., for an evening concert on Treasure Island; and
- ensure the bridge decks are ready for traffic by 5 a.m. the following morning.



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The large scale of a Silver celebration also creates the need for an ambitious private fundraising effort. While the use of toll funds may be appropriate to provide for public safety, security and transportation, the Silver celebration would involve myriad additional expenses and create a corresponding need to raise private funds to offset these expenses. As with the description of a Bronze event, an extensive list of potential cost categories for a Silver celebration is outlined on the following pages.

Revenue Strategies:

With the expectation that public funds will be used to pay for public safety and access, the cornerstone of the private fundraising campaign for a Silver celebration will be a corporate sponsorship program (see pages 32-36) that links the East Span opening celebration with the longer term effort to develop a Bay Bridge museum/visitor center and other improvements at the Gateway Park site in Oakland.

In addition to corporate sponsorships and merchandising opportunities identified for the Bronze-level event, a Silver celebration also offers revenues opportunities through:

- food and beverage sales
- sale of personalized bricks, concrete blocks, etc., for use in the construction of a path, wall or other structures at Gateway Park
- bridge tours during the week before Sept. 2
- sale of early-access tickets for the Bridge Walk
- concert ticket sales.
- sponsorship of hospitality sites/grandstand suites at concert venue

To limit labor costs, it is recommended that TBPOC agency and contractor staff be deployed to fill various positions under the direction of the event producer.



The sale of personalized bricks as a proven fundraising technique for long-term public infrastructure improvements.



Potential revenue sources include food and beverage sales, and the sale of personalized fundraising bricks for use at the new Gateway Park site in Oakland.

Silver Level Costs

Single Day, Bridge Walk Event for Public

Westbound Oakland Touchdown

Presentation Stage – Front of House (FOH) Platform

Presentation Stage

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready/Green Room

Tenting – Press/Interview

Stage Set and Furniture – Main Stage

Furniture Package – FOH

Furniture Package – VIP Risers

Furniture Package – Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready/Green Room

Furniture and Décor Package – Press / Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio/Video/Lighting Packages, including Support

Main stage – Generators and Power Distribution

Public Viewing Area — Presentations, Chain Cutting and Fireworks

Fencing and Barricade – Perimeter and Safety Sections

ADA Viewing Section – Riser and Barricade

Waste Management – Equipment Package

Restroom Compound and Servicing

Water Stations – Equipment Package

Press Compound

Tenting

Press Registration/Press Check-in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard line Connectivity

Press Compound – Office Equipment and Supplies

Press Feed – Video Package

Press Feed – Audio

Press – Lighting Package

Waste Management Equipment

Press Restroom Compound and Services

Generators and Power Distribution

Ceremonial Chain Cutting

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIP's/Dignitaries

Fireworks Display

Pyrotechnical Fees – 10-20 Minutes

Barges and Tugboats

Food and Beverage — Oakland Touchdown Support

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

**San Francisco —
Satellite Activation****Entertainment Stage**

Main Stage – FOH Platform
Press Risers
VIP Risers
Camera Platforms
Tenting – FOH
Tenting – Video Village
Tenting – Technical Coverage
Tenting – Green Rooms
Stage Set – Main Stage
Tenting – Video Village
Furniture Package – FOH
Furniture and Décor Package –
Green Rooms
Security Barricade – main stage
and camera platforms
Stage Restroom Equipment and
Services
Entertainment Acts – Perform-
ance Fees
Entertainment Hospitality
Main stage – Audio/
Video/Lighting Packages, in-
cluding Support
Main stage – Generators and
Power Distribution

**Ambient Activities
and Hospitality —
San Francisco**

Children's Games Area Build
out
Food and Beverage Court –
Booths, Barricade, Seating
Waste Management Equipment
Package
Restroom Compound and
Services
Ambient Area – Audio/Lighting
Packages
Ambient Area – Generators
and Power Distribution

**Treasure Island — Satellite
Activation****Entertainment Stage**

Main Stage – FOH Platform
Press Risers
VIP Risers / Hospitality Suites,
Including Hospitality and
Staffing
Camera Platforms
Tenting – FOH
Tenting – Video Village
Tenting – Technical Coverage
Tenting – Green Rooms
Stage Set – Main Stage
Concert Venue Entrance Scenic
Treatment
Furniture Package – FOH
Furniture Package – Video
Village

Furniture and Décor Package –
Green Rooms

Bleacher Package

Security Barricade – main
stage and camera platforms

Stage Restroom Equipment and
Services

Opening / Closing Acts –
Performance Fees

Main Act – Performance Fees

Ticketing and Promotion

Entrance/Ticket Management
Equipment

Main stage – Audio/ Video/
Lighting Packages, including
Support

Main stage – Generators and
Power Distribution

**Ambient Activities and
Hospitality — Treasure Is-
land**

Children's Games Area
Build out

Carnival Midway Games Rides
Package

Food and Beverage Court –
Booths, Barricade, Seating

Waste Management Equipment
Package

Restroom Compound and
Services

Ambient Area – Audio/Lighting
Packages

Ambient Area – Generators
and Power Distribution

Silver Level Costs (continued)

Single Day, Bridge Walk Event for Public

Parade — Oakland Touch-down to Yerba Buena Island

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Parade Registration/Check-in Compound, Including Partici-pant Hospitality

Route Vehicle Rental – Classic Cars

Route Vehicle Rental – Trolley Cars

Route Vehicle Rental – Fire Trucks

Route Vehicle Rental – Bay Quackers

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

Bridge Walk

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Distance Markers – Scenic Pieces

Bridge Walk Registration/Check in Compound

Bridge Walk Registration Web-site Design/Administration

Bridge Walk Registration Mate-rials – Onsite – Bibs, Waivers, etc.

Bridge Walk Commemorative T-shirts

Route Water Station Package

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

Air Show

Air Show Production Cost

Transportation — All Areas

Shuttle Equipment – Bridge Walk, Parade, General

Shuttle Zone Equipment Pack-age

Program Documentation

Helicopter Aerial Photography and Filming

Multiple Mobile Camera Crews

Video Editing Equipment Package

Event Merchandizing — All Areas

Merchandise Booths (Tent/Counter/Storage/Cash, Credit Register/Power/Data)

Official Commemorative Event Program

East Span apparel (hats, T-shirts, jackets, etc.)

East Span posters

East Span and West Span Lego kits

Bridge Bits (small souvenir pieces construction leftovers)

Graphics and Signage — All Areas

Main Stages Branding

Program Flyer

Public Areas – Branding and Signage

Food & Beverage – Branding and Signage

Merchandizing – Branding and Signage

Bridge Walk Start/Finish and Mileage Signage and Branding Package

Bridge Parade Signage and Branding Package

Transportation – Signage

Sponsorship Fulfillment – Branding and Signage

Directional Signage – Venues – Wide

CAD Illustration and Design Services

Creative Illustration Services

CAD Plan Services

Production Expenses — All Areas

Production Office Compound – Trailers/Tents, Equipment & Supplies

Storage Compound – Supplies, Merchandise

Heavy Gear

Janitorial Supplies

Crew Meals

Permitting

Engineering Fees – Stages

EMT / First Aid Services – Public Areas

EMT / First Aid Services – Bridge Walk

Radios/Communications

Trucking

Production Staff (pre-production and onsite)

Executive Producer and Producers

Lead Project Managers – Per Area

Technical Producers – Main stages

Technical Directors – Public Areas

Production Designers

Event Designers

Audio Designers

Video Producers

Video Directors

Lighting Designers

Master Electricians

GFX Operators

Stage Managers/Assistant Stage Managers/Green Room Managers

VIP Liaisons

Media Manager and Assistant Media Managers

Venue Managers

Project Managers – Food and Beverage

Food and Beverage Management Team

Project Manager – Security

Security Teams – Main Stages/VIP Areas/Public Areas/Bridge Walk/Parade

Production Office Managers

Production Assistants and Runners

Project Managers – Operations/Waste Management

Waste Management Teams – Public Areas/Bridge Walk/Parade

Project Managers – Bridge Walk/Parade Operations

Project Managers and Teams – Entrance Control – Public Areas

Registration Teams – Bridge Walk / Parade

Project Managers – Merchandizing

Merchandizing Teams – All Areas

Stand By/Onsite Hit Teams – All Areas

Project Managers – Transportation

Transportation Management Teams

Production Labor – All Areas

Scenic

Tenting Installation and Striking Lighting

Audio

Video

Rigging

Power Distribution

IT Labor – Media and Merchandizing

Signal Feed Labor – Media Compound

Gold Level

Up to Four Days, Multiple Sites, Multiple Access Opportunities

THE GOLD CELEBRATION employs the same principle of public access outlined for the Silver celebration but adds several key elements — including a half-marathon or 10K run and a family-oriented (all-skills) bicycle ride across the bridge — and reflects the original 1936 Bay Bridge opening by spreading the events over four days and at multiple sites both within the Bay Bridge corridor and at other locations around the region.






Participation fees for Bridge Run and Bridge Bike events can be used to defray costs for a multi-day celebration



While the added events, multi-day time frame and multiple event locations expand the scale of the safety/security, transportation, and other logistical challenges, the Gold celebration also allows for economies of scale. These include not only more opportunities to generate revenue but also to spread the demand for public participation over a greater number of days and to spread infrastructure costs over a greater number of events.

An essential scheduling challenge for the Gold celebration is coordination with Caltrans construction staff, as the location of events/facilities in the Oakland Touch-down and Toll Plaza areas will require either that the roadway configuration work be completed by Friday night, Aug. 30 or that the work be staged in such a way that a wide safety buffer can be established and that an access corridor can be provided from the Toll Plaza to the westbound deck of the new East Span in such a way that event participants do not interfere with the contractors' work and vice-versa.

			
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Presuming that one or the other of these requirements can be met, a possible itinerary of events might include:

Friday, August 30

- Opening of activity hub at Treasure Island with food, beverage and merchandise vendors; a carnival midway; a variety of participatory activities for guests of all ages; art exhibitions; and exhibitions on the East Span project as well as on the 1936 opening of the original Bay Bridge and the 1939-40 Treasure Island World's Fair.
- Black-tie type dinner for public officials, bridge contractors, etc., at Treasure Island concert venue.
- Evening concert at Treasure Island with SAS Tower providing a dramatic stage backdrop. This would be a ticketed event with capacity of 25,000. Public access to the venue would be provided by shuttle buses from various San Francisco locations.



Treasure Island locations can be used as a hub for both free and ticketed activities in a multi-day celebration that could last two, three or four days.

Gold Level (continued)

Up to Four Days, Multiple Sites, Multiple Access Opportunities



"Live sites" established at strategic locations around the region can serve as localized activity centers and as staging areas for Bridge Walk shuttles.

Saturday, August 31

- Multi-cultural/interfaith blessing ceremony for new bridge.
- Opening of satellite "live sites" at Toll Plaza and Justin Herman Plaza in San Francisco to provide staging areas for two days of events. These sites include performance/public speaking stages, children's activities, food and beverage services, sanitation facilities, etc., as well as video monitors for viewing activities elsewhere around the region.
- Morning running event. Half-marathon course across both East and West spans and back or 10K option of going just one way. Course could be configured with start/finish locations in both Oakland and San Francisco. Paid participation (likely \$60 to \$75 per person) with a limit of 20,000 participants.
- Afternoon family bike ride event across both spans and back. Paid participation (up to \$20 per person with family ticket available for no more than \$50), with some 5,000 to 10,000 participants likely.
- Evening concert at Treasure Island. Ticketed event with capacity of 25,000.

Sunday, Sept. 1

- Opening of two or more additional satellite "live sites" at transit-friendly locations in Oakland and South Bay to stage buses to transport participants to the Bridge Walk, and to provide auxiliary performance/public speaking stages, children's activities, food/beverage sales, sanitation facilities, etc., as well as video monitors for viewing activities elsewhere.



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- (foot of Oakland Touchdown) Morning chain-cutting ceremony and speeches by public officials and veterans of 1936 opening
- Parade from Oakland Touchdown area to Yerba Buena Island, featuring select marching bands; school groups involved in TBPOC educational outreach; Bay Bridge project workers; elected officials, vintage cars, etc.
- Bridge Walk
- Parade of America's Cup yachts around Treasure Island and Yerba Buena Island
- Air Show over the bay
- Evening concert at Treasure Island. Ticketed event with capacity of 25,000.
- Grand finale fireworks display.



The SAS tower provides a dramatic backdrop for main stage events on Treasure Island.

Monday, Sept. 2

- Labor Day picnic for bridge construction workers, et al., on deck of East Span
- Potential fourth concert at Treasure Island. Ticketed event with capacity of 25,000.

Gold Level (continued)

Up to Four Days, Multiple Sites, Multiple Access Opportunities




Coordination with Caltrans construction activities near the Oakland Touchdown will be essential for any multi-day celebration.

Challenges:

- Coordination with Caltrans construction
- Logistics
- Transportation
- Outsourcing Event Production
- Fundraising

The multi-day nature of the Gold celebration makes coordination with Caltrans construction an essential priority. Just as highlighted for the Silver level celebration, the TBPOC agency staff will require assistance from an experienced producer of large-scale events to plan and execute the celebration and to:

- ensure the safety and security of participants, including access for emergency personnel;
- establish and execute a timed-access plan to limit the number of people on the west-bound bridge decks at any one time to 100,000 or fewer;
- establish an activity hub on Treasure Island and several satellite “live sites” — complete with performance/public speaking stages, children’s activities, food and beverage services, sanitation facilities, video monitors, etc. — near the Oakland Touchdown area, in downtown San Francisco, and at strategic transit-friendly locations elsewhere around the region.
- arrange for and deliver adequate shuttle bus and/or paratransit service to Treasure Island, the Toll Plaza/Oakland Touchdown areas and other access sites from staging areas at key transit hubs;
- provide adequate shuttle bus and/or paratransit service along the event corridor;
- provide adequate food and beverage service;
- provide adequate sanitation and waste disposal /recycling services;
- contract with an experienced concert promoter to handle talent booking, ticket sales, etc., for an evening concert on Treasure Island; and
- ensure the bridge decks are ready for traffic by 5 a.m. the following morning.

			
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The larger scale of the Gold celebration almost certainly will result in higher overall expenses and thus establish a higher target for private fundraising efforts than that required for a one-day Silver celebration. Cost estimates for specific program categories will be developed in coming weeks. An extensive but likely incomplete list of identified cost categories is presented below: The extra costs of the Gold celebration may be offset by economies of scale. Set-up and break-down costs for the concert venue, for instance, are no higher for a three- or four-concert series (Gold) than for a single concert (Silver). The proposed Labor Day schedule offers a noteworthy opportunity to reduce costs by sharing set-up and break-down expenses with the sponsors of the Oracle World event.

Revenue Strategies:

As with the Silver celebration, a sponsorship program that links the East Span opening celebration with the longer term effort to develop a Bay Bridge museum/visitor center and other improvements at the Gateway Park site forms the cornerstone of the private fundraising campaign for the Gold celebration. Principles of the sponsorship camp program are outlined on pages 32-36.

The multi-day Gold celebration also offers more opportunities for sales revenue than are available for the one-day Bronze- or Silver-level events. These include:

- 3 (or even 4) times the number of ticket sales for concerts at Treasure Island venue
- sponsorship of hospitality sites / grandstand suites at concert venue
- participation fees for running and bicycling events;
- food /beverage/merchandise sales at the Treasure Island activity hub, and satellite “live sites” at Toll Plaza/Oakland Touchdown area, downtown San Francisco and other locations around the region.
- sale of personalized bricks, concrete blocks, etc., for use in the construction of a path, wall or other structures at Gateway Park
- bridge tours — including after-hours access — during the preceding week
- early-access tickets for the Bridge Walk

Again, as with the Silver celebration, labor costs for the Gold celebration can be reduced somewhat by deploying TBPOC agency and contractor staff to fill various positions under the direction of the event producer.

Gold Level Costs

Up to Four Days, Multiple Sites, Multiple Access Opportunities

Treasure Island Activation — Friday-Sunday

Entertainment Stage — Concert Venue — Friday, Saturday, Sunday

Main Stage – Front of House
(FOH) Platform

Press Risers

VIP Risers/Hospitality Suites,
Including Hospitality and
Staffing

Camera Platforms

Tenting – FOH and Video
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Concert Venue Entrance Scenic
Treatment

Furniture Packages – FOH and
Video Village

Furniture and Décor Package –
Green Rooms

Bleacher Package

Security Barricade – main
stage and camera platforms

Stage Restroom Equipment
and Services

Opening/Closing Acts –
Performance Fees

Main Acts – Performance Fees

Ticketing and Promotion

Entrance/Ticket Management
Equipment

Main stage – Audio Package

Main stage – Video Package,
including Support

Main stage – Lighting Package

Main stage – Generators and
Power Distribution

Ambient Activities and Hospitality — Treasure Island — Friday-Sunday

Children's Games Area Build
out

Carnival Midway Games and
Rides Package

Treasure Island Bridge Art and
History Tent – Infrastructure
and Exhibits

Food and Beverage Court –
Booths, Barricade, Seating

Remote Press Compound –
Tenting, Furniture, Internet and
Power Capabilities

Waste Management Equip-
ment Package

Restroom Compound and
Services

Ambient Area – Audio Pack-
age

Ambient Area – Lighting Pack-
age

Ambient Area – Generators
and Power Distribution

Treasure Island Black Tie Event — Friday Night

VIP Event Tent and Staging

Food and Beverage – Full
Catering Package

Furniture and Décor

Event Entertainment

Video Package

Lighting Package

Audio Package

Generator and Power
Distribution

Live Site Activation — Toll Plaza — Saturday, Sunday

Children's Games Area Build
out

Food and Beverage Court –
Booths, Barricade, Seating

Remote Press Compound –
Tenting, Furniture, Internet and
Power Capabilities

Waste Management Equip-
ment Package

Restroom Compound and
Services

Ambient Area – Audio Pack-
age

Ambient Area – Lighting Pack-
age

Ambient Area – Video Package

Ambient Area – Generators
and Power Distribution

**Entertainment Stage —
Toll Plaza — Saturday,
Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and
Video Village

Furniture and Décor Package
– Green Rooms

Security Barricade – main
stage and camera platforms

Stage Restroom Equipment
and Services

Entertainment Acts – Perform-
ance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package,
including Support

Main stage – Lighting Package

Main stage – Generators and
Power Distribution

**San Francisco Live Site
Activation — JH Plaza —
Saturday, Sunday**

Children's Games Area Build
out

Food and Beverage Court –
Booths, Barricade, Seating

Remote Press Compound –
Tenting, Furniture, Internet and
Power Capabilities

Waste Management Equip-
ment Package

Restroom Compound and
Services

Ambient Area – Audio Pack-
age

Ambient Area – Lighting Pack-
age

Ambient Area – Generators
and Power Distribution

**Entertainment Stage — JH
Plaza — Saturday, Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and
Video Village

Furniture and Décor Package
– Green Rooms

Security Barricade – main
stage and camera platforms

Stage Restroom Equipment
and Services

Entertainment Acts – Perform-
ance Fees

Entertainment Hospitality

Main stage – Audio and Video
Packages, including Support

Main stage – Lighting Package

Main stage – Generators and
Power Distribution

Bridge Run — Saturday

Start/Finish Scenic Treatment

Route Barricade and Delin-
eation Package

Distance Markers – Scenic
Pieces

Bridge Run Registration/Check
in Compound

Bridge Run Registration Web-
site Design/Administration

Bridge Run Registration Mate-
rials – Onsite – Bibs, Waivers,
etc.

Bridge Run Commemorative
T-shirts

Route Water Station Package

Route Waste Management
Equipment

Route Restroom Compounds

Route – Generators and Power
Distribution

Gold Level Costs (continued)

Up to Four Days, Multiple Sites, Multiple Access Opportunities

Family Bike Ride — Saturday

Start/Finish Scenic Treatment

Route Barricade and Delin-
eation Package

Distance Markers – Scenic
Pieces

Bridge Ride Registration/Check
in Compound

Bridge Ride Registration Web-
site Design/Administration

Bridge Ride Registration Mate-
rials – Onsite – Bibs, Waivers,
etc.

Bridge Ride Commemorative
Jerseys

Route Water Station Package

Route Waste Management
Equipment

Route Restroom Compounds

Route – Generators and Power
Distribution

TBD Live Site #3 Activation — Sunday

Children's Games Area Build
out

Food and Beverage Court –
Booths, Barricade, Seating

Remote Press Compound –
Tenting, Furniture, Internet and
Power Capabilities

Waste Management Equip-
ment Package

Restroom Compound and
Services

Ambient Area – Audio Package

Ambient Area – Lighting
Package

Ambient Area – Video Package

Ambient Area – Generators
and Power Distribution

Entertainment Stage — Live Site #3 – Sunday

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and
Video Village

Furniture and Décor Package –
Green Rooms

Security Barricade – main
stage and camera platforms

Stage Restroom Equipment
and Services

Entertainment Acts – Perform-
ance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package,
including Support

Main stage – Lighting Package

Main stage – Generators and
Power Distribution

TBD Live Site #4 Activation — Sunday

Children's Games Area Build
out

Food and Beverage Court –
Booths, Barricade, Seating

Remote Press Compound –
Tenting, Furniture, Internet and
Power Capabilities

Waste Management Equip-
ment Package

Restroom Compound and
Services

Ambient Area – Audio Pack-
age

Ambient Area – Lighting Pack-
age

Ambient Area – Video Package

Ambient Area – Generators
and Power Distribution

Entertainment Stage — Live Site #4 — Sunday

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and Video Village

Furniture and Décor Package – Green Rooms

Security Barricade – main stage and camera platforms

Stage Restroom Equipment and Services

Entertainment Acts – Performance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package, including Support

Main stage – Lighting Package

Main stage – Generators and Power Distribution

Westbound Oakland Touchdown — Presentations, Chain Cutting Ceremony — Sunday

Presentation Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready/Green Room

Tenting – Press/Interview

Stage Set and Furniture – Main Stage

Furniture Package – VIP Risers

Furniture Packages – FOH and Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready / Green Room

Furniture and Décor Package – Press / Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio Package

Main stage – Video Package, including Support

Main stage – Lighting Package

Main stage – Generators and Power Distribution

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIPs/Dignitaries

Food and Beverage — Oakland Touchdown Support — Sunday

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

Parade — Oakland Touchdown to Yerba Buena Island — Sunday

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Parade Registration/Check in Compound, Including Participant Hospitality

Route Vehicle Rental – Classic Cars

Route Vehicle Rental – Trolley Cars

Route Vehicle Rental – Fire Trucks

Route Vehicle Rental – Bay Quackers

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

Gold Level Costs (continued)

Up to Four Days, Multiple Sites, Multiple Access Opportunities

Bridge Walk — Sunday

Start/Finish Scenic Treatment

Route Barricade and Delin-
eation Package

Distance Markers – Scenic
Pieces

Bridge Walk
Registration/Check in Com-
pound

Bridge Walk Registration Web-
site Design/Administration

Bridge Walk Registration
Materials – Onsite – Bibs,
Waivers, etc.

Bridge Walk Commemorative
T-shirts

Route Entertainment Stations –
Acts

Route Entertainment Stations –
Localized Audio Systems

Route Water Station Package

Route Waste Management
Equipment

Route Restroom Compounds

Route – Generators and Power
Distribution

Parade of Yachts — Sunday

Parade of Yachts Production
Cost

Air Show — Sunday

Air Show Production Cost

Fireworks Display — Sunday

Pyrotechnical Fees – 10-20
Minutes

Barges and Tugboats

East Span Bride Worker Picnic — Monday

VIP Event Tent and Staging

Food and Beverage – Full
Catering Package

Furniture and Décor

Event Entertainment

Video Package

Lighting Package

Audio Package

Generator and Power Distribu-
tion

Transportation — All Areas — Friday-Monday

Shuttle Equipment – Bridge
Walk, Parade, General

Shuttle Zone Equipment Pack-
age

Press Compound — Oper- ational Friday-Monday

Tenting

Press Registration / Press
Check in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard
line Connectivity

Press Compound – Office
Equipment and Supplies

Press Feed – Audio/Video and
Lighting Packages

Waste Management Equip-
ment

Press Restroom Compound
and Services

Generators and Power Distri-
bution

Program Documentation — Friday-Monday

Helicopter Aerial Photography
and Filming

Multiple Mobile Camera
Crews

Video Editing Equipment Pack-
age

Event Merchandizing — All Areas — Friday-Monday

Merchandise Booths
(Tent/Counter/Storage/Cash,
Credit Register/Power/Data)

Official Commemorative Event
Program

East Span apparel (hats, T-
shirts, jackets, etc.)

East Span posters

East Span and West Span Lego
kits

Bridge Bits (small souvenir
pieces construction leftovers)

Graphics and Signage – All Areas

Main Stages Branding
Program Flyer
Public Areas/Live Site 1-4 – Branding and Signage
Special Events and Ceremonies – Branding and Signage
Food & Beverage – Branding and Signage
Merchandizing – Branding and Signage
Bridge Run Start/Finish and Mileage Signage and Branding Package
Bridge Bike Ride Start/Finish and Mileage Signage and Branding Package
Bridge Walk Start/Finish and Mileage Signage and Branding Package
Bridge Parade Signage and Branding Package
Transportation – Signage
Sponsorship Fulfillment – Branding and Signage
Directional Signage – Venue-Wide

CAD Illustration and Design Services

Creative Illustration Services
CAD Plan Services
Production Expenses — All Areas
Production Office Compound – Trailers/Tents
Production Office Compound – Equipment and Supplies
Storage Compound – Supplies, Merchandise
Heavy Gear
Janitorial Supplies
Crew Meals
Permitting
Engineering Fees – Stages
EMT / First Aid Services – Public Areas
EMT / First Aid Services – Bridge Run
EMT / First Aid Services – Bridge Ride
EMT / First Aid Services – Bridge Walk
EMT / First Aid Services – Bridge Parade
Radios/Communications
Trucking

Production Staff (pre-production and onsite)

Executive Producer
Producers
Lead Project Managers – Per Area/Live Site/Special Event
Technical Producers – Main Stages, All Sites
Technical Directors – Public Areas
Production Designers
Event Designers
Audio Designers
Video Producers
Video Directors
Lighting Designers
Master Electricians
GFX Operators
Stage Managers/Assistant Stage Managers
Green Room Managers
VIP Liaisons/Media Manager/Assistant Media Managers
Venue Managers
Project Managers – Food and Beverage
Food and Beverage Management Team
Project Manager – Security
Security Teams – Main Stages and VIP Areas

Gold Level Costs (continued)

Up to Four Days, Multiple Sites, Multiple Access Opportunities

Security Teams – Public Areas

Security Teams – Bridge
Run/Bridge Ride/Bridge
Walk/Parade

Production Office Managers

Production Assistants and
Runners

Project Managers – Opera-
tions/Waste Management

Waste Management Teams –
Public Areas

Waste Management Teams –
Bridge Run

Waste Management Teams –
Bridge Ride

Waste Management Teams –
Bridge Walk

Waste Management Teams –
Parade

Project Managers – Bridge
Run/Bridge Ride/Bridge
Walk/Parade Operations

Project Managers – Entrance
Control – Live Sites 1-4, Bridge
Access

Entrance Control Teams – Live
Sites 1-4, Bridge Access

Registration Teams – Bridge
Run / Bridge Ride / Bridge
Walk / Parade

Project Managers – Merchan-
dizing

Merchandizing Teams – All
Areas

Production Managers

Stand By/Onsite Hit Teams –
All Areas

Project Managers – Trans-
portation

Transportation Management
Teams

Production Labor — All Areas

Scenic – Vendor Labor

Scenic – Union Labor

Tenting – Install/Strike Labor

Lighting – Vendor Labor

Lighting – Union Labor

Audio – Vendor Labor

Audio – Union Labor

Video – Vendor Labor

Video – Union Labor

Rigging – Union Labor

Power Distribution – Union
Labor

IT Labor – Media and Mer-
chandizing

Signal Feed Labor – Media
Compound



Sponsorship Program Spearheads Private Funding Campaign

BECAUSE THE TBPOC AGENCIES are not well equipped to pursue private funding, a Silver- or Gold-level celebration requires a working arrangement with a nonprofit partner that will provide a vehicle for private fundraising.

Partnerships with 501(c)(3) nonprofits are an increasingly common vehicle for public agencies to leverage modest investments of public funds to attract private support for large-scale civic celebrations and other events. The Golden Gate Bridge, Highway & Transportation District, for example, has teamed with the nonprofit Golden Gate Parks Conservancy to organize its 2012 celebration of the Golden Gate Bridge's 75th anniversary. BART worked with a nonprofit known as Friends of BART to the Airport to finance the 2003 gala that marked the opening of the system's SFO Extension project. Other examples of public agencies working with nonprofits include East Bay Regional Parks and the City and County of San Francisco's Parks and Recreation Department.

Far more private support is likely to be generated through corporate sponsorships than through direct contributions to a partner nonprofit. Consequently, BATA has consulted with Novato-based Bartram Sponsorship Strategies (BSS) to assess prospects for a sponsorship campaign that can be employed for a Silver or Gold celebration. BSS's initial appraisal indicates:

- Themes of innovation, vision and connectedness can be easily interwoven into activities celebrating the opening of the new East Span, calling attention to the technologies and ingenuity employed by the agencies and contractors that contributed to the project.
- The coincidence of the East Span opening and the 2013 America's Cup races — and the prospect of Gateway Park development and Bay Bridge interpretive programming — add to the fundraising potential for a celebration during this period.

It is in this context that BSS has provided the following concepts and recommendations, as well as a clear and undisguised pitch at the conclusion for continuing engagement with the TBPOC:



Introduction

The purpose of this document is to provide the TBPOC with direction and ideas to create the most appropriate and meaningful program for a wide range of constituents, which ultimately serves to drive value for media and corporate partners. Certain standard practices should be followed and, ultimately, true value must be offered to the corporate market. The following is a high level guide for generating corporate partners for the East Span opening celebration and related activities by taking an integrated approach, with each program action building exponential value for constituents and partners.

Objectives

The objectives of this document are to provide initial direction to the organizing body including:

- How to design a program that appeals to corporate partners who will provide funding and other forms of support to underwrite the re-opening celebration and related extensions
- Primary parties involved in the program's foundational partner ecosystem
- Forms of value necessary to maximize the investments made by corporate partners
- Ways to work with media and other complementary partners to address core mission-based needs and to help generate value for corporate partners
- Key elements of a program that will serve as attractors for the various partners sought
- Challenges to be considered in planning the work
- Timing issues to be considered
- Projected range of revenue to be sought from corporate partners

Primary Elements

In projecting the primary elements of the Bay Bridge program, as well as the issues, needs and revenue that follows, we are operating under the assumption that the following elements will be part of the program:

- **A clear call to action** related to the Bay Bridge, its environs and the citizens that use it that engages the public in a form that partners can help support
- **A social mission**, which could include the funding of a new East Bay park and visitors center for the Bay Bridge
- **Physical improvements to the waterfront** including the possible development of parklands and a Bay Bridge visitors center or other educational and interpretive material
- **A substantial promotional campaign** that includes web actions, broadcast and print media, out-of-home advertising, and events
- **A major public event** designed to attract an audience in the hundreds of thousands, spread over at least two days and taking place in locations on both sides of the bay as well as on the bridge itself
- **Community involvement** through the engagement of institutions and individuals that brings the celebration to the grassroots over an extended period of time

Each of these elements represents a key area of activity that will serve to address the overarching mission of the public agencies involved. These elements can be shaped to offer solutions to public needs in a form that also provides the value required by corporate partners to justify substantial sponsorship investments.

Primary Ecosystem Partners

Leadership/Agency

Bay Area Toll Authority/Metropolitan Transportation Commission (BATA/MTC) – the assumption is that BATA will serve as the contracting agency on behalf of the TBPOC.

California State Department of Transportation (Caltrans) – coordination with the state agency that owns and operates the Bay Bridge is imperative to minimize disruption and to generate cohesion among key partners

California Transportation Commission (CTC) – similarly, coordination with the third TBPOC agency is imperative to minimize disruption and to generate cohesion among key partners

Nonprofit – partnership with a non-profit organization is critical for accessing funds from corporate charitable sources, and helps to direct certain aspects of the program including physical site improvements and interpretive/educational content

Needed Partners/Roles to be Filled

Project Management (*celebration, parklands*) – a lead person or agency to oversee the coordination of all elements of the program

Partner Recruitment and Management – individual or agency to create a partner program, take the program to market to recruit media and corporate partners, and manage fulfillment

Communications Coordination – lead individual or organization to coordinate communications including web actions, advertising, promotion and publicity; much of which will be provided by partners so this role needs to closely interface with Partner Recruitment and Management

Community Engagement – an individual or agency to oversee coordination of involvement among community organizations, education and other public service entities

Event Production – a company to produce the celebration events and related actions

Projected Partner Structure/Revenue

The following is a possible structure for recruiting and organizing corporate and media partners. Depending on the various elements and assets ultimately included, this structure may need to be substantially altered. We also provide some broadly estimated partnership “fees”. Final pricing is dependent on elements and benefits ultimately included, number of companies at each level (fewer companies generate higher fees from each), and general scope and appeal of the program and partnership offering. Pricing also is based on comparable partnership offerings including major events, cause actions, sports/entertainment sponsorships and related media extensions.

Lead Corporate Partners – We recommend between two and four major corporate partners to lead the effort, each of which is integrated into all elements of the program with custom extensions. Realistic revenue goals range from \$500,000 to \$2 million from each of these companies, with the upper end reflecting a robust program and commercial offering and limited corporate participation (likely one company at this investment level).

2nd Tier Corporate Partners – These companies value high-profile positions but don’t require (or can’t fund) a lead role; companies at this level still receive category exclusivity and substantial value/brand integration. Revenue goals range from \$200K to \$500K with the same variables as above. We project between five and eight companies at this level with pricing set by the value of the offering, scope of the program and the value of the upper level opportunity.



Supporting/Target Partners – Many companies will want some form of involvement in all or targeted aspects of the program, and various packages can be developed to hold corporate partners at this level. Fees can range from \$25,000 to \$100,000, with much creativity applied in how packages are designed. There is no maximum number of partners at this level beyond what the market will bear – we project between \$500,000 and \$1 million in revenue from this level depending on all of the previously mentioned variables.

Other Revenue Streams – Other revenue streams can include hospitality opportunities (selling space for corporate entertainment at a major event); fundraising through major donors and traditional methods as well as creative efforts through social media and mobile tech; donations generated by corporate partners; and food and beverage sales at events.

Media Partners – Partnerships with media and online companies should be developed, each of which provide in-kind promotion and programming support into which corporate partners can be integrated. Media partnerships should encompass the television, radio, print and online sectors. All media partners should utilize their online platforms to create an ecosystem that generates exponentially powerful viral presence. These need to be reciprocal by nature where each partner promotes the other as well as major corporate partners; media partners also need tools for generating revenue to underwrite their in-kind promotion. Collaborating with media partners can also lead to accessing cash-paying partners that buy combined partnership/advertising packages.

Total projected partnership revenue based on this approach – likely from \$3 million to \$6 million, with higher (or lower) revenues possible depending upon a wide range of factors.

Primary Benefits for Corporate/Media Partners

To generate these revenues it is assumed that partners will be integrated into all primary program elements in a manner commensurate with their investment and scaled by level of participation. With *many* details to be determined in each area, primary benefit categories include:

- **Positioning** – Includes category rights, official partner status, access to intellectual property and proprietary imagery and associative value;
- **Social action/cause linkage** – Partner linkage to any cause actions such as parkland development, education extensions and/or visitor improvements, and community engagement;
- **Brand integration** – Tasteful and appropriate commercial (logo) recognition in all aspects of the program;
- **Media integration** – Logo and content integration into media and other communications-related benefits;
- **Onsite integration** – At Bay Bridge, eventual Gateway Park site, visitor center and/or other official venue improvements or commemorative platforms;
- **Event presence** – Standard array of event-related benefits including “owned” (named) platform, promotional space and brand integration, and custom programs;
- **Hospitality/special experiences** – Space for entertaining guests and employees, access to unique experiences for executives.



Keys to Success

To generate the results sought, the following is a summary of best practices to be considered:

Coordinate all elements – All activities should be coordinated with one centrally-managed partnership program to guarantee delivery of major partner benefits and to avoid undermining of recruitment efforts.

Establish as a region-wide celebration – Take advantage of media reach, corporate locations and large regional population by creating the program in a form that appeals to residents living throughout the nine-county area (and beyond); this, in turn, increases corporate value and the number of companies that become viable partners.

Build in technology extensions – Use technology to communicate stories, engage the audience and attract and serve partners; partners can be recruited to help develop and fund these extensions, which, in turn, increase the value and appeal of partnership offerings.

Be ready to customize – A structured program is required to attract and hold corporate and media partners, but customization is required to secure most major partners; flexibility and a willingness to truly collaborate are essential attributes of a successful partnership effort.

Stay true to social mission – Develop social causes and actions to engage the community including fundraising, education and institutional support. Integrate corporate partners into these actions; focusing on the social mission allows for corporate partners to be better accepted by the public and provides a channel through which charitable funding can be accessed (a non-profit partner is a critical feature of the project leadership hierarchy for this reason).

Be ready to provide commercial value – While the program will be designed for the public benefit, providing commercial value to major partners is critical; brand integration, product sales opportunities and rights to develop sales-related promotions are all critical to establishing the types of major partnerships advocated here.

Keep it all together – Don't fragment the program by allowing companies access without coming in through official channels; maintain program integrity and value by controlling who can offer corporate association with the overall program and its various parts. In other words, don't give various internal partners and constituents the ability to recruit their own corporate partners that would then compete with program sponsors recruited in an official capacity.

Allow sufficient time – Starting early and getting to market at least a year prior to funding needs is essential (see timeline below); keep in mind that a few months are typically needed to prepare for the partnership marketplace – the program needs to be established, partner benefits identified, primary program actions planned at a certain level, and communication materials created.

Engage partners/vendors with expertise – The governing agencies must retain outside producers and consultants to develop and facilitate the desired actions, accessing the expertise required to generate the results sought; once retained, the directing agencies need to fully support consultants and provide information and access required to generate the success desired.



Timeline/Process

Projecting toward the development of a culminating series of events over Labor Day 2013, the following high-level projected timeline outlines the work required to develop a major corporate/media partnership program that provides substantial funding and promotional value for the overall effort. This requires much internal collaboration and coordination among all primary organizing agencies and external service providers retained to help produce the program.

Jan.-June 2012 Determine primary elements of the celebration; create partnership program; recruit complementary partners, including media, which generate value for corporate partners; get sign-off from lead agencies in order to enter the market with a mandate.

July-Dec. 2012 Recruit corporate partners in a systematic, category-specific form; partners are developed through high-level contacts and executive relationships as well as through traditional relationship development channels. Program actions continue to be developed and defined concurrent with partner recruitment work. The program should be ready for public launch in Jan. 2013 with major partners committed, contracts in place and initial funds received.

Jan.-April 2013 Initial program actions get underway, with moderate promotion of coming attractions and major corporate partners; focus is on community engagement, fundraising, and planning. Final corporate partnerships are closed, contracted and activated.

April-Aug. 2013 Primary program actions get underway with buildup to the main event; media and other promotions move into high gear. All corporate partners are signed and fees paid.

Aug.-Sept. 2013 The main event takes place on Labor Day weekend with substantial promotion through the preceding weeks via web action, media partners and other assets.

Sept.-Dec. 2013 Non-event actions continue and partnerships are, for the most part, completed, with program recaps and recognition provided.

Proposed Role for Bartram

Given our role to date as an unofficial adviser on this project; our successful work on the comparable Golden Gate Bridge 75th Anniversary; and our track record of developing new programs, events and venues and the partnerships that support them, Bartram is an ideal service provider for the Bay Bridge celebration. At the appropriate time, we will provide a formal proposal, but some of the roles we can perform include:

- Lead management of the corporate and media partner program (includes program development, activation; partner recruitment and activation)
- Communications planning
- Cause-related concept development and activation
- Overarching program development and management functions

We would seek to be retained on a fee basis by annual contract, with revenue sharing (commissions) funding the work once it reaches a certain level of maturity.

The Bay Bridge 2013 Opening Celebration

Bronze Level

Date: Monday, September 2, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plaza	Air and Sea
5:30 PM		Ceremonial Chain Cutting				
6:00 PM						
6:30 PM						
7:00 PM		Remarks by Public Officials				
7:30 PM						
8:00 PM		Evening Fireworks Display				
8:30 PM						

Silver Level

6:00 AM	Cultural Blessings	Sunrise Bridge Walk- Wave #1	Real Food Festival	Farmer's Market	Local Yacht Club Regatta
6:30 AM					
7:00 AM					
7:30 AM	Ceremonial Chain Cutting	Bridge Walk Wave #2	Simulcast of Chain Cutting	Simulcast of Chain Cutting	America's Cup Yacht Expo
8:00 AM					
8:30 AM					
9:00 AM					
9:30 AM					
10:00 AM					
10:30 AM					
11:00 AM					
11:30 AM					
12:00 PM					
12:30 PM	Parade	Simulcast of Parade Coverage	Simulcast of Parade Coverage	Parade of Navy Ships	
1:00 PM					
1:30 PM					
2:00 PM	Salute to Local Heros	Simulcast of Salute to Local Heros	Simulcast of Salute to Local Heros	Hot Air Balloon Show	
2:30 PM					
3:00 PM					
3:30 PM	Bridge Walk Wave #3	Live Local Bands	Cooking Demos/ Local Entertainment	Air Show — Blue Angels	
	Interviews on Bridge	Simulcast of Interviews on Bridge	Simulcast of Interviews on Bridge	Paddle Boat Race Wooden Boat Race	

Silver Level (continued)

Date: Monday, September 2, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq Live Local Bands (cut to T.I. & Brige Walk)	Live Site – SF Justin Herman Plza Wine Tasting & Local Celebrity Chef Demo	Air and Sea
4:00 PM						
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway Games/F&B 4 PM - 11 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM						
8:00 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:30 PM			Headliner Concert			
9:00 PM						
9:30 PM						
9:45 PM			Fireworks			
10:00 PM			Festival Continued			
10:30 PM			Departure from Concert			
11:00 PM						

Gold Level

Date: Friday, August 30, 2013

Time	Treasure Island	Treasure Island Building 1		
4:00 PM				
4:30 PM				
5:00 PM				
5:30 PM	Festival Midway Games / F & B 4:00 PM - 11 PM			
6:00 PM				
6:30 PM				
7:00 PM				
7:30 PM				
8:00 PM				
8:30 PM		Black Tie Event		
9:00 PM	Headliner Concert	Venues: Bldg 1, Bldg 3 and Tent		
9:30 PM				
9:45 PM				
10:00 PM	Festival Continued & Departure from Concert			
10:30 PM				
11:00 PM				

Gold Level (continued)

Date: Saturday, August 31, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plaza	Air and Sea
6:00 AM						
6:30 AM						
7:00 AM						
7:30 AM						
8:00 AM		Half Marathon or 10 k Run		Real Food Festival	Farmer's Market	Local Yacht Regatta
8:30 AM						
9:00 AM				Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	
9:30 AM	Ribbon Cutting Ceremony / Entrance to public bridge walks					
10:00 AM						
10:30 AM						
11:00 AM						Parade of Navy Ships
11:30 AM		Bridge Walk Wave #1				
12:00 PM						
12:30 PM				Live Local Bands	Cooking Demonstrations/Local Entertainment	Hot Air Balloon Show
1:00 PM						
1:30 PM						Wooden Boat Race
2:00 PM		Public Bridge Walk Wave #2				Paddle Board Race
2:30 PM						
3:00 PM		Interviews on Bridge		Simulcast Interviews on Bridge	Simulcast Interviews on Bridge	Kite Festival
3:30 PM						
4:00 PM				Live Local Bands (cut to Treasure Is. & Bridge Walk)	Wine Tasting & Local Celebrity Chef Demos	
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway games / F&B 4:00 PM - 11:00 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:00 PM						
8:30 PM						
9:00 PM			Headliner Concert			
9:30 PM						
10:00 PM						
10:30 PM			Festival Continued & Concert Departure			
11:00 PM						

Gold Level (continued)

Date: Sunday, September 1, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plza	Air and Sea
6:00 AM						
6:30 AM						
7:00 AM						
7:30 AM	Cultural Blessings					Dragon Boat Expo
8:00 AM		Family Bike Ride		Real Food Festival	Farmer's Market	
8:30 AM						
9:00 AM	Ribbon Cutting Ceremony / Entrance to public bridge walks			Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	America's Cup Yacht Expo
9:30 AM						
10:00 AM		Bridge Walk Wave #1		Live Local Bands	Cooking Demonstrations/Local Entertainment	
10:30 AM						
11:00 AM						
11:30 AM		Parade		Simulcast of Parade Coverage	Simulcast of Parade Coverage	Parade of Navy Ships
12:00 PM						
12:30 PM						
1:00 PM		Salute to Local Heros		Simulcast Salute to Local Heros	Simulcast Salute to Local Heros	Hang Gliding Contest
1:30 PM						Air Show – Canadian Birds
2:00 PM		Bridge Walk Wave #2		Live Local Bands	Cooking Demonstrations/Local Entertainment	Air Show – Blue Angels
2:30 PM						
3:00 PM		Interviews on Bridge		Simulcast Interviews on Bridge	Simulcast Interviews on Bridge	Paddle Board Race
3:30 PM				Live Local Bands (cut to Treasure Is. & Bridge Walk)	Wine Tasting & Local Celebrity Chef Demos	Kite Festival
4:00 PM						
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway games / F&B 4:00 PM - 11:00 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:00 PM						
8:30 PM			Headliner Concert			
9:00 PM						
9:30 PM						
10:00 PM			Fireworks			
10:30 PM			Festival Continued & Concert Departure			
11:00 PM						

Gold Level (continued)

Date: Monday, September 2, 2013

Time	Bay Bridge	Treasure Island		
6:00 AM				
6:30 AM				
7:00 AM				
7:30 AM	Sunrise Bridge Walk			
8:00 AM	Wave #1			
8:30 AM				
9:00 AM				
9:30 AM				
10:00 AM				
10:30 AM				
11:00 AM				
11:30 AM				
12:00 PM	Bridge Walk			
12:30 PM	Wave #2			
12:00 PM		Labor Day Picnic		
12:30 PM				
1:00 PM				
1:30 PM				
2:00 PM				
2:30 PM				
3:00 PM				
3:30 PM	Bridge Walk			
4:00 PM	Wave #3			
4:30 PM				
5:00 PM				
5:30 PM				

Contacts:

John Goodwin, BATA – jgoodwin@mtc.ca.gov, 510.817.5862

Bart Ney, Caltrans – bart@megaprojectstudios.com, 510.224.6499

Dina Noel, CTC – dina_noel@dot.ca.gov, 916.203.7112

BAY AREA TOLL AUTHORITY

Joseph P. Bort Metro Center

101 Eighth Street

Oakland, Ca 94607-4700

510.817.5700 tel

510.817.5848 fax

510.817.5769 TTY/TDD

info@mtc.ca.gov

www.mtc.ca.gov

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)
Bay Bridge Alliance		
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)
3026 Fairview Avenue		61-1654316
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)
Alameda, CA 94501-1742		12
6 Primary contact (officer, director, trustee, or authorized representative)		
a Name: Bobby Winston Ellinthorpe		b Phone: (510) 205-1447
		c Fax: (optional) (510) 215-2520
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9a Organization's website: None		
b Organization's email: (optional)		
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 03 / 2010
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ **Yes** ☐ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☒ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☐ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ **Yes** ☐ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article II, Paragraph B ☒
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 4, Article VII
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Bobby Winston Ellinthorpe	President, Director	3026 Fairview Avenue Alameda, CA 94501	0
Tom Lockard	Treasurer, Director	Stone & Youngberg 1 Ferry Bldg., SF, CA 94111	0
Michael B. Wilmar	Secretary, Director	Sheppard Mullin, 4 Embarcadero Center, 17th Fl., SF, CA 94111	0
Will Travis	Director	1704 Vine Street Berkeley, CA 94703	0
Monique Moyer	Director	Port of San Francisco, Pier 1 San Francisco, CA 94111	0

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No

- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
-
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ **Yes** ☐ **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
-
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
-
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☒ **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☒ **No**
-
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☒ **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
-
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☒ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☒ Yes ☐ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ **Yes** ☐ **No**

- | | |
|---|--|
| <input checked="" type="checkbox"/> mail solicitations | <input checked="" type="checkbox"/> phone solicitations |
| <input checked="" type="checkbox"/> email solicitations | <input type="checkbox"/> accept donations on your website |
| <input checked="" type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input checked="" type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☒ **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☒ **Yes** ☐ **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☒ **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☒ **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☒ **Yes** ☐ **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☒ **No**

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☒ **Yes** ☐ **No**
-
- 12a** Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ **Yes** ☒ **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ **Yes** ☒ **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ **Yes** ☐ **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form. ☐ **Yes** ☐ **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ **Yes** ☐ **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
-
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ **Yes** ☒ **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ **Yes** ☐ **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ **Yes** ☐ **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ **Yes** ☐ **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ **Yes** ☐ **No**

Part VIII Your Specific Activities (Continued)

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. ☒ **Yes** ☐ **No**
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. ☐ **Yes** ☒ **No**
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. ☐ **Yes** ☒ **No**
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. ☐ **Yes** ☒ **No**
- 22** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. ☐ **Yes** ☒ **No**

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

Type of revenue or expense		Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From .1/1/2012 To 12/31/2012	(b) From 1/1/2010 To 12/31/2010	(c) From .1/1/2011 To 12/31/2011	(d) From .1/1/2013 To 12/31/2013		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	95,000	0	0	103,000	198,000	
	2 Membership fees received	0	0	0	0	0	
	3 Gross investment income	0	0	0	0	0	
	4 Net unrelated business income	0	0	0	0	0	
	5 Taxes levied for your benefit	0	0	0	0	0	
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	28,200	0	0	32,500	60,700	
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	0	0	0	0	0	
	8 Total of lines 1 through 7	123,200	0	0	135,500	258,700	
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	0	0	0	
	10 Total of lines 8 and 9	123,200	0	0	135,500	258,700	
Expenses	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0	0	0	
	12 Unusual grants	0	0	0	0	0	
	13 Total Revenue Add lines 10 through 12	123,200	0	0	135,500	258,700	
	14 Fundraising expenses	0	0	0	0		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0	0		
	16 Disbursements to or for the benefit of members (attach an itemized list)	0	0	0	0		
	17 Compensation of officers, directors, and trustees	62,000	0	0	75,000		
	18 Other salaries and wages	0	0	0	0		
	19 Interest expense	0	0	0	0		
	20 Occupancy (rent, utilities, etc.)	6,800	0	0	6,800		
	21 Depreciation and depletion	0	0	0	0		
	22 Professional fees	5,500	0	0	5,500		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	4,100	0	0	4,100		
	24 Total Expenses Add lines 14 through 23	78,400	0	0	91,400		

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**Year End: **12/31/2011**

Assets		(Whole dollars)
1	Cash	0
2	Accounts receivable, net	0
3	Inventories	0
4	Bonds and notes receivable (attach an itemized list)	0
5	Corporate stocks (attach an itemized list)	0
6	Loans receivable (attach an itemized list)	0
7	Other investments (attach an itemized list)	0
8	Depreciable and depletable assets (attach an itemized list)	0
9	Land	0
10	Other assets (attach an itemized list)	0
11	Total Assets (add lines 1 through 10)	0
Liabilities		
12	Accounts payable	0
13	Contributions, gifts, grants, etc. payable	0
14	Mortgages and notes payable (attach an itemized list)	0
15	Other liabilities (attach an itemized list)	0
16	Total Liabilities (add lines 12 through 15)	0
Fund Balances or Net Assets		
17	Total fund balances or net assets	0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. ☐ Yes ☒ No
If you are unsure, see the instructions.
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐
- b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐
- c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐
- d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status (Continued)

- e** 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f** 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g** 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h** 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i** A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

.....
(Signature of Officer, Director, Trustee, or other
authorized official)

.....
(Type or print name of signer)

.....
(Date)

.....
(Type or print title or authority of signer)

For IRS Use Only

.....
IRS Director, Exempt Organizations

.....
(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____ ☐

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☐ **No**

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

**Please
Sign
Here**

(Signature of Officer, Director, Trustee, or other
authorized official)

Bobby Winston

(Type or print name of signer)

(Date)

President

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form **1023** (Rev. 6-2006)

Form 1023 Checklist

(Revised June 2006)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- ☒ Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- ☐ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | |
|------------|----------------------|------------|----------------------|
| Schedule A | Yes ____ No <u>✓</u> | Schedule E | Yes ____ No <u>✓</u> |
| Schedule B | Yes ____ No <u>✓</u> | Schedule F | Yes ____ No <u>✓</u> |
| Schedule C | Yes ____ No <u>✓</u> | Schedule G | Yes ____ No <u>✓</u> |
| Schedule D | Yes ____ No <u>✓</u> | Schedule H | Yes ____ No <u>✓</u> |

- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Pg. 1, Article II, ¶ B
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 2, Article VII
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011



Part II, Line 1
Certified Articles of Incorporation

Part I, Line 7

William Manierre
Matthew Richardson
Molly Lateiner

The above individuals are attorneys at Sheppard, Mullin, Richter and Hampton LLP.

4 Embarcadero Center , Floor 17
San Francisco, CA
94111

See Form 2848 attached.

Part II, Line 5
Bylaws

Part IV
Narrative Description of Your Activities

The applicant has conducted no activities as of the date of this application. The specific purposes of the applicant include, but are not limited to, conducting activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013, with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes.

Part V, Line 1a

Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees,
Employees, and Independent Contractors

(Continuation of information concerning officers, directors and trustees)

Name: Michael Ghielmetti

Title: Director

Mailing Address:

Signature Properties

4670 Willow Rd, Pleasanton, CA 94588-8587

Compensation amount: 0

Name: Bill Lindsay

Title: Director

Mailing Address:

City of Richmond

1401 Marina Way S, Richmond, CA 94804-3746

Compensation amount: 0

Name: Lori Fogarty

Title: Director

Mailing Address:

Oakland Museum of California

1000 Oak Street, Oakland, CA 94607

Compensation amount: 0

Name: Scott Haggerty

Title: Director

Mailing Address:

Alameda County Board of Supervisors

1221 Oak Street, Room 536

Oakland, CA 94612

Compensation amount: 0

Name: Bill Dodd

Title: Director

Mailing Address:
Napa County Board of Supervisors
1195-3rd Street, Room 310
Napa, CA 94559

Compensation amount: 0

Name: Bijan Sartipi

Title: Director

Mailing Address:
District Director
Caltrans, District 4
P.O. Box 23660
Oakland, CA 94623-0660

Compensation amount: 0

Part V, Line 3a

Name	Qualifications	Average Monthly Hours Worked for the Applicant	Duties
Bobby Winston Ellinthorpe	Experienced in business and non-profit organizations	40	President, Director
Tom Lockard	Experienced in business and finance	5	Treasurer, Director
Michael B. Wilmar	Attorney	7	Secretary, Director
Will Travis	Experienced in local governmental affairs	5	Director
Monique Moyer	Experienced in local governmental affairs	5	Director
Michael Ghielmetti	Experienced in business and local governmental affairs	5	Director
Bill Lindsay	Experienced in local governmental affairs	5	Director
Lori Fogarty	Experienced in local government affairs and museum operations	5	Director
Scott Haggerty	Civic leader	5	Director
Bill Dodd	Civic leader	5	Director
Bijan Sartipi	Civic leader	5	Director

Part V, Line 4

1. *Signature of the person*

Part V, Line 5a

Below is the applicant's Conflict of Interest Policy that was adopted by the organization by board resolution on January 23, 2012.

Conflict of Interest Policy

of

Bay Bridge Alliance

Article I
Purpose

1.1 The purpose of this Conflict of Interest Policy (the "Policy") is to protect the interest of Bay Bridge Alliance (the "Organization") when it is contemplating entering into a transaction or arrangement that might involve an actual or potential Conflict of Interest. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

2.1 "Compensation" means any direct or indirect remuneration as well as gifts or favors that are not insubstantial.

2.2 "Conflict of Interest" means a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction, as that term is defined in Section 4958(c) of the Internal Revenue Code of 1986, as amended.

2.3 "Financial Interest" means any of the following interests, held directly or indirectly, through business, investment, or family:

- (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
- (b) A Compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
- (c) A potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

For purposes of this Policy, a Financial Interest is not necessarily a Conflict of Interest. Pursuant to Section 3.2, a person who has a Financial Interest may have a Conflict of Interest only if the appropriate governing board or committee decides that a Conflict of Interest exists.

2.4 "Interested Person" means any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect Financial Interest.

Article III **Procedures**

3.1 Duty to Disclose. In connection with any actual or possible Conflict of Interest, an Interested Person must disclose the existence of any Financial Interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the governing board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall decide if a Conflict of Interest exists.

3.3 Procedures for Addressing the Conflict of Interest.

(a) An Interested Person may make a presentation at the governing board or committee meeting, but after the presentation, such Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy.

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose an actual or possible Conflict of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

4.1 The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the governing board's or committee's decision as to whether a Conflict of Interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation Matters

5.1 A voting member of the governing board who receives Compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's Compensation.

5.2 A voting member of any committee whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's Compensation.

5.3 No voting member of the governing board or any committee whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding Compensation.

Article VI

Annual Statements

6.1 Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) Has received a copy of the Policy,
- (b) Has read and understands the Policy,
- (c) Has agreed to comply with the Policy, and
- (d) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII **Periodic Reviews**

7.1 To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether Compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII **Use of Outside Experts**

8.1 When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Part VI, Line 1a

The applicant intends to provide funding to an individual to be used for the production of a 2-hour non-commercial educational documentary video regarding the history and construction of The San Francisco-Oakland Bay Bridge, with a special focus on the new eastern span.

Part VI, Line 1b

The applicant intends to engage in developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority. These operations may benefit those agencies.

Part VIII, Line 4a

Directors, officers and volunteers of the applicant will attempt to obtain donations from both private individuals and entities via various typical fundraising efforts, as well as from the government by applying for various grants. No specific fundraising programs have been developed.

Part VIII, Line 4d

The applicant intends to conduct fundraising for its own organization in the local jurisdictions of the Bay Area, California, which is comprised of the following nine counties:

- Alameda County
- Contra Costa County
- Marin County
- Napa County
- San Francisco County
- San Mateo County
- Santa Clara County
- Solano County
- Sonoma County

Part VIII, Line 5

Among other, related reasons, the applicant was formed to engage in developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority.

Part VIII, Line 11

At this time it is uncertain what kind of contributions the Corporation will be accepting.

Part VIII, Line 15

See Part VIII, Line 5 for explanation.

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BYLAWS

OF

BAY BRIDGE ALLIANCE,

a California Nonprofit Public Benefit Corporation

ARTICLE I

OFFICES

Section 1.1 Principal Office. This corporation's principal office shall be fixed and located at 3026 Fairview Ave., Alameda, California 94501. The Board of Directors of this corporation (the "Board") is granted full power and authority to change such principal office from one location to another.

Section 1.2 Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

ARTICLE II

PURPOSES

Section 2.1 Purposes. The specific and primary purposes of this corporation are charitable and educational, meeting the requirements for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986 and Section 23701d of the California Revenue and Taxation Code, namely, to develop and display exhibitions of artifacts and materials relating to the history of the transportation network in the San Francisco Bay Area for the purpose of informing and inspiring the public concerning the role the network has played in shaping the Bay Area and advancing Bay Area regionalism and to conduct other activities for the same purpose, including, potentially, the establishment and operation of a regional transportation museum. To facilitate the accomplishment of these purposes, this corporation may engage in, sponsor (or co-sponsor) or otherwise be associated with all such lawful activities as the Board may from time to time determine.

ARTICLE III

MEMBERSHIP

Section 3.1 No Members. This corporation shall have no members. Any action for which there is no specific provision in the California Nonprofit Public Benefit Corporation Law applicable to a corporation which has no members and which would otherwise require approval by a majority of all members or approval by the members shall

require only approval of the Board. All rights that would otherwise vest in the members shall vest in the directors.

Section 3.2 Associates. Nothing in this Article III shall be construed as limiting the right of this corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law. This corporation may confer by amendment of its Articles of Incorporation (the "Articles") or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Public Benefit Corporation Law, upon any person or persons who do not have the right to vote (a) for the election of directors, (b) on a disposition of substantially all of the assets of this corporation, (c) on a merger, (d) on a dissolution, (e) on changes to this corporation's Articles or Bylaws or (f) for the election of delegates, but no such person shall be a member within the meaning of Section 5056.

ARTICLE IV

DIRECTORS

Section 4.1 Powers of Directors. Subject to the limitations of the Articles and these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of this corporation to any person or persons or committees however composed, provided that the activities and affairs of this corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To select and remove all the other officers, agents and employees of this corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.

(b) To conduct, manage and control the affairs and activities of this corporation and to make such rules and regulations therefor consistent with law, the Articles or these Bylaws, as they may deem appropriate.

(c) To adopt, make and use a corporate seal, and to alter the form of such seal from time to time as they may deem appropriate.

(d) To borrow money and incur indebtedness for the purposes of this corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Section 4.2 Number of Directors. The authorized number of directors shall consist of at least five (5) but no more than twenty (20) directors, until changed by amendment to the Articles or these Bylaws. The number of directors as of January 23, 2012, shall be eleven (11) until changed by the Board.

Section 4.3 Selection And Term Of Office. Directors shall be elected at the annual meeting of the Board. Each director shall serve until the next such annual meeting of the Board and until a successor has been elected and qualified.

Section 4.4 Restriction on Interested Directors. Not more than 49% of the persons serving on the Board at any one time may be interested persons. An interested person is (i) any person being compensated by this corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by this corporation.

Section 4.5 Vacancies.

(a) Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the Chairman of the Board (if there be such an officer), the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

(b) Vacancies in the Board may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so selected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified.

(c) A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased.

(d) By majority vote, the Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or been convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article III of the California Nonprofit Public Benefit Corporation Law.

(e) No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

ARTICLE V

MEETINGS OF THE BOARD

Section 5.1 Place Of Meeting. Meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of this corporation.

Section 5.2 Annual Meetings. The Board shall hold an annual meeting for the purpose of organization, selection of directors (when required by these Bylaws) and officers and the transaction of other business. Annual meetings of the Board shall be held without call or notice on 10:00 a.m. on September 1 of each year; provided, however, that the Board may by resolution fix another date or time for the annual meeting.

Section 5.3 Regular Meetings. Regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed from time to time by the Board.

Section 5.4 Special Meetings.

(a) Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board (if there be such an officer), the President, any Vice President, the Secretary, or any two directors. Special meetings of the Board shall be held upon four days' notice by first-class mail or 48 hours' notice given personally or by telephone, telecopy, electronic mail or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of this corporation or as may have been given to this corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

(b) Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 5.5 Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in Section 5.10 of these Bylaws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles, except

as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.6 Voting. Each director present shall be entitled to one vote on each matter placed before a meeting. At an annual meeting, the directors whose terms are expiring may be reelected, and, until the election of their successors, shall be entitled to vote upon all matters, including the election of their successors.

Section 5.7 Participation In Meetings By Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

Section 5.8 Waiver Of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.9 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this Section 5.9 only, "all members of the Board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 5.10 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 5.11 Rights Of Inspection. Each director of this corporation shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation.

Section 5.12 Committees. The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board, except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;

- (b) The filling of vacancies on the Board or on any committee;
- (c) The fixing of compensation of the directors for serving on the Board or any committee;
- (d) The amendment or repeal of bylaws or the adoption of new bylaws;
- (e) The amendment or repeal of any resolution of the Board that, by its express terms, is not so amendable or repealable;
- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) The approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article V applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 5.13 Advisory Committees. The Board may from time to time appoint advisory committees as deemed appropriate, consisting of directors or persons who are not directors, but such advisory committees shall not be deemed committees of the Board and shall not exercise any powers of the Board. Notice of, and procedures for, meetings of advisory committees shall be as prescribed by the chairman of each such advisory committee, and meetings of the any advisory committee may be called by the Chairman of the Board (if there be such an officer), the Board, the President or the chairman of the advisory committee. The members of any such committees shall be subject to the provisions of Article III.

Section 5.14 Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board.

ARTICLE VI

OFFICERS

Section 6.1 Officers. The officers of this corporation shall be a President, a Secretary and Treasurer. This corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and such other officers as may be elected or appointed in accordance with the provisions of Section 6.3 of these Bylaws. Any number of offices may be held by the same person.

Section 6.2 Election. The officers of this corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 6.3 or Section 6.5 of these Bylaws, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 6.3 Subordinate Officers. The Board may elect, and may empower the President to appoint, such other officers as the business of this corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 6.4 Removal And Resignation.

(a) Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

(b) Any officer may resign at any time by giving written notice to this corporation, but without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled as it occurs in the manner prescribed in these Bylaws for election or appointment to such office.

Section 6.6 President. The President is the general manager and chief executive officer of this corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of this corporation. The President shall preside at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 6.7 Vice Presidents. In the absence or disability of the President, and subject to any limitations imposed by the Board, the Vice Presidents, if any, are appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President

designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 6.8 Secretary. The Secretary shall attend all meetings of the Board and shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board, and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of this corporation's Articles and Bylaws, as amended to date. The Secretary shall give, or cause to be given notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of this corporation in safe custody and shall also have such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

Section 6.9 Assistant Secretaries. The Board may appoint one or more Assistant Secretaries. Subject to any limitations imposed by the Board, each Assistant Secretary shall have all the powers and duties of the Secretary in the event of the Secretary's absence or disability, and each shall also have such other powers and duties as may from time to time be assigned to him by the Board, the President or the Secretary.

Section 6.10 Treasurer. The Treasurer of this corporation shall keep and maintain, or cause to be kept and maintained, full and accurate accounts of the properties and business transactions of this corporation and shall send or cause to be sent to the Board such financial statements and reports as are by law or these Bylaws required to be sent to them. The Treasurer shall deposit this corporation's funds and other valuables in the name and to the credit of this corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of this corporation as may be ordered by the Board, taking proper vouchers for such disbursements, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of this corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 6.11 Duties May Be Delegated. In case of the absence of any officer of this corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, all or part of the powers or duties of such officer to any other officer or to any director.

ARTICLE VII

OTHER PROVISIONS

Section 7.1 Amendments. These Bylaws may be amended or repealed by the approval of the Board.

Section 7.2 Endorsement Of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between this corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Treasurer of this corporation shall be valid and binding on this corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind this corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 7.3 Representation Of Shares Of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 7.4 Construction And Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 7.5 Annual Report. The Board shall cause an annual report to be sent to the directors within 120 days after the end of this corporation's fiscal year. The annual report shall be accompanied by any report on it of independent accountants or, if there is no such report, by the certificate of an authorized officer of this corporation that such statements were prepared without audit from this corporation's books and records. This requirement of an annual report shall not apply if this corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who request it in writing. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of this corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds.
- (c) The revenue or receipts of this corporation, both unrestricted and restricted to particular purposes.
- (d) The expenses or disbursements of this corporation for both general and restricted purposes.
- (e) Any information required by Section 7.6 of these Bylaws.

Section 7.6 Annual Statement of Certain Transactions and Indemnifications.

As part of the annual report to all directors, or as a separate document if no annual report is issued, this corporation shall annually prepare and mail or furnish to each director a statement of any transaction or indemnification of the following kind within 120 days after the end of this corporation's fiscal year:

(a) Any transaction (i) in which this corporation, its parent, or its subsidiary was a party, (ii) in which an "interested person" had a direct or indirect material financial interest and (iii) which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in aggregate, more than \$50,000. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to this corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

For purpose of this Section 7.6(a), an "interested person" is either of the following: (1) Any director or officer of this corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest), or (2) any holder of more than 10 percent of the voting power of this corporation, its parent, or its subsidiary.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of this corporation under Sections 8.1 to 8.10 of these Bylaws.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Definitions. For the purposes of this Article VIII, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 8.4 or 8.5(b) of these Bylaws.

Section 8.2 Indemnification in Actions by Third Parties. This corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Non-profit Public Benefit Corporation Law, or an action brought by the Attorney General or a person

granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 8.3 Indemnification in Actions by or in the Right of this Corporation. This corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of this corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 8.3:

(a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 8.4 Indemnification Against Expenses. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 8.2 or 8.3 of these Bylaws or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 8.5 Required Determination. Except as provided in Section 8.4 of these Bylaws, any indemnification under this Article VIII shall be made by this corporation

only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 8.2 or 8.3 of these Bylaws by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 8.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VIII.

Section 8.7 Other Indemnification. No provision made by this corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, these Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article VIII. Nothing contained in this Article VIII shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8.8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article VIII, except as provided in Section 8.4 or 8.5(b) of these Bylaws, in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 8.9 Insurance. This corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article VIII, provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of this corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 8.10 Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article VIII does not apply to any proceeding against any trustee, investment manager or

other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of this corporation as defined in Section 8.1 of these Bylaws. This corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that:

1. I am the duly elected and acting Secretary of Friends of One Bay Area, a California nonprofit public benefit corporation, the name of which will shortly be changed to Bay Bridge Alliance; and
2. The foregoing Bylaws consisting of 13 pages constitute the Bylaws of such corporation as duly adopted by the Board of Directors on January 23, 2012, and have not been amended or modified since such date.

IN WITNESS WHEREOF, I have executed this Certificate as of this January 23, 2012.

Michael B. Wilmar,
Secretary

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF FRIENDS OF ONE BAY AREA**

The undersigned certify that:

1. They are the president and the assistant secretary, respectively, of Friends of One Bay Area, a California nonprofit public benefit corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

I.

Name

The name of this corporation is Bay Bridge Alliance.

3. Section B of Article II of the Articles of Incorporation of this corporation is amended to read as follows:

B. This corporation is organized and operated exclusively for charitable, scientific and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The specific purposes of this corporation include, but are not limited to, conducting activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013, with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes. This corporation may engage in any activities that are reasonably related to or in furtherance of its stated charitable, scientific and educational purposes.

4. The foregoing amendment to the Articles of Incorporation has been duly approved by the board of directors.

5. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: January __, 2012

Bobby Winston Ellinthorpe
President

Michael B. Wilmar
Secretary

THE HISTORY OF THE
CITY OF NEW YORK
FROM 1624 TO 1898

By JOHN EDGAR SWANwick

Published by the
New York Public Library, Astor, Lenox and Tilden Foundations
1898

1898

The New York Public Library, Astor, Lenox and Tilden Foundations

Published by the New York Public Library, Astor, Lenox and Tilden Foundations

1898

This volume is the first of a series of three volumes which will contain the history of the City of New York from 1624 to 1898. The first volume contains the history from 1624 to 1789, the second volume contains the history from 1789 to 1845, and the third volume contains the history from 1845 to 1898. The history of the City of New York is a story of growth and development, from a small settlement of Dutch and English traders to a great metropolis of millions of people. The history of the City of New York is a story of the struggle for freedom and independence, from the Dutch and English wars to the American Revolution and the Civil War. The history of the City of New York is a story of the rise and fall of empires, from the Dutch Empire to the British Empire and the American Empire. The history of the City of New York is a story of the triumph of the human spirit, from the first settlers to the present day.

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The New York Public Library, Astor, Lenox and Tilden Foundations

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1898

**PROJECT AGREEMENT
FOR
GOLDEN GATE BRIDGE 75TH ANNIVERSARY,
VISITOR EXPERIENCE PROJECTS AND ACTIVITIES, AND
MERCHANDISING ACTIVITIES**

This Project Agreement is made and entered into as of April 21, 2011 (Effective Date) by and between the Golden Gate Bridge, Highway and Transportation District (District) and the Golden Gate National Parks Conservancy (Conservancy), a California nonprofit public benefit corporation described in Section 501(c)(3) of the Internal Revenue Code) (hereinafter referred to as "Agreement").

ARTICLE I. BACKGROUND AND OBJECTIVES

A. The District, the Conservancy, and the National Park Service (NPS) have entered into that certain Memorandum of Understanding, dated 3/21/2001 (MOU), acknowledging that the District and the Conservancy may enter into further agreements to complete Plans, Programs and Services of mutual interest in furtherance of the MOU objectives.

B. The District and the Conservancy (collectively, the Parties) desire to enter into this Agreement memorializing and setting the terms of a cooperative relationship to plan and implement the following (all of which is referred to herein as the Project or Project Activities):

1. **Golden Gate Bridge 75th Anniversary:** A program to celebrate the 75th anniversary (Anniversary) of the opening of the Golden Gate Bridge (Bridge), to include public events and programs, fee-based events and programs, communications, website development, social media, sponsorships, retail partnerships, production and sale of commemorative products, and visitor improvements on District property or on federal government property subject to the District's Right of Way Permit (collectively, the Anniversary Activities). Visitor improvements may include a 75th Anniversary Pavilion (which will become a Visitor Orientation Facility after the Anniversary year) and a multi-purpose space for hosting events and visitor programs. The 75th Anniversary Pavilion may be located in either the remodeled Round House or in a newly constructed facility;
2. **Visitor Experience Projects and Activities:** A program of ongoing site improvements; interpretive services, including audio and guided tours in areas currently accessible to the public; photo opportunities; retail operations; and food service on District property (collectively, the Visitor Experience Projects and Activities). Site improvements include a visitor orientation facility with extensive interpretive sales items located on the South

side of the Bridge (Visitor Orientation Facility), a café located near the Bridge Plaza (GGB Café), and potential additional orientation/retail outlets (Other GGB Outlets).

3. **Merchandising Activities:** A program of development, production, marketing, and sale of interpretive, informational and commemorative materials related to the Bridge, including publications, smart-phone applications, and other merchandise related to the Bridge (collectively, the Merchandise) to be sold at any location including the GGB and Conservancy Online Store; and
4. **Sponsorships and Fundraising:** A program of fundraising and sponsorships, including development of private and public support focused primarily on funding the Anniversary Activities and the Visitor Experience Projects and Activities.

C. The Conservancy and the District desire that all aspects of the Project be respectful of the Bridge and its history, mindful of the Bridge's regional, national and international identity, protective of public safety and security, conscientious about resource protection, and financially feasible.

D. The District and the Conservancy agree that the Conservancy should recoup its costs of conducting and managing all aspects of the Project, net of all philanthropic donations and sponsorships to Project Activities, including costs incurred in preparing the Anniversary Plan and the Visitor Experience Plan (see Article II) but not including costs in negotiating and entering into the MOU and this Agreement (collectively, the Project Investment).

E. The District and the Conservancy acknowledge that several components of the Project will require approval of the NPS and agree to collaborate to secure NPS input and approval as necessary. Such components include cultural and natural resource investigations, studies and related compliance documentation, type and design of permanent and temporary construction improvements, modifications and alterations, location and type of visitor service outlets plus any 75th Anniversary activities occurring on NPS land outside the District's permitted area.

In consideration of the recitals set forth in Article I and the mutual promises set forth herein, the Parties agree as follows:

ARTICLE II. THE PROJECT

A. The Anniversary Plan

The Conservancy shall develop a plan for the Anniversary Activities (Anniversary Plan), for review and approval by the District. The Anniversary Plan shall describe the events, programs, merchandise, marketing, communications, site improvements, and activities to be executed in commemoration of the Anniversary. The Anniversary Plan shall incorporate an Anniversary committee that includes civic leaders, philanthropists, and supporters, to be managed by the Conservancy with the cooperation of the District. The Anniversary Plan may include events

throughout 2012, with major events occurring in May 2012. The Anniversary Plan shall provide a basic option with modest scale and funding needs and components that can be added as available funding allows.

B. The Anniversary Activities

The Conservancy shall be responsible for implementing each component of the Anniversary Plan approved by the District, including leading efforts to raise the funds and secure the sponsorships necessary for the Anniversary Activities.

C. The Visitor Experience Plan

The Conservancy shall develop for review and approval by the District a plan for the Visitor Experience Programs and Activities (the Visitor Experience Plan). The Conservancy will seek NPS input into the Visitor Experience Plan and certain components, as identified above, may require NPS approval. The Visitor Experience Plan shall include a timeline with a list of milestones and necessary approvals, and shall address:

1. The remodel of and capital improvements to the existing Roundhouse and GGB Café;
2. The potential design and construction of additional visitor-serving facilities to interpret the Bridge and provide retail, tour, and visitor-serving functions including a 75th Anniversary Pavilion/Visitor Orientation Facility and Other GGB Outlets, and ultimately a Permanent Visitor Center/Museum;
3. Design and construction of improvements to visitor flow, automobile and bus circulation, topography, and views at and around the Bridge;
4. New or improved guided or self-guided tours of the areas on and around the Bridge that are accessible to the public;
5. Other possible earned income ventures or visitor services; and
6. Design and manufacture of all necessary fixtures, displays, and signage.

D. The Visitor Experience Programs and Activities

The Conservancy shall be responsible for implementing each component of the Visitor Experience Plan approved by the District, including providing staffing for visitor programs and retail, tour, and food service outlets. In cooperation with the NPS, the Parties recognize the significance of the NPS interpretive role, its input in interpretive planning and themes, the positive public response to the NPS ranger presence and benefit of the NPS uniformed personnel in providing interpretive services, such as staffing or providing Visitor Experience Programs and Activities. If the NPS personnel are included, it will be in a manner that complements, not competes with the Conservancy's interpretive services.

E. Merchandising Activities

The Conservancy shall prepare a Scope of Sales proposal, describing the scope, themes, and subject matters of the proposed Merchandising Activities, and shall present it to the District and NPS for input and discussion and to the District for final approval. The Conservancy shall be responsible for implementing each component of the Merchandising Activities, including conducting sales at the 75th Anniversary Pavilion/Visitor Orientation Facility and Other GGB Outlets (if any) and through the GGB Online Store. The District acknowledges that the Conservancy may also market and sell the Merchandise through its own wholesale program (Conservancy Wholesale), its own retail outlets located off District property (the Conservancy Retail Outlets), and its own website (the Conservancy Online Store), and that such activities shall not be subject to the District's approval pursuant to this Paragraph but shall be subject to the Revenue Sharing set forth below in Article III. If the sale of Bridge related Merchandise through Conservancy Wholesale, Conservancy Retail Outlets or the Conservancy Online Store causes excessive record keeping, administrative or financial expenses or is in violation of current federal regulations or previously existing legal agreements, the parties agree to meet and confer regarding amending this portion of the Agreement.

The Conservancy shall be responsible for securing the work of artists and other service providers in connection with the Merchandise.

F. Public Relations

The District shall act as lead public spokesperson for, and shall have primary responsibility for interacting with the press regarding, the Project. The Conservancy shall provide support to the District regarding responses to contacts from the press, potential vendors, and other interested parties.

G. District Employees

Conservancy agrees to interview and give first consideration for employment to those District employees who currently work in the Gift Center and Café.

ARTICLE III. COST AND REVENUE SHARING

A. Composition of Project Gross Revenues

Project Gross Revenues consist of revenue generated during the Term of this Agreement from:

1. Revenue generated from tours and other fee-based visitor experiences in and around the Golden Gate Bridge;

2. Sales of Golden Gate Bridge-related materials, merchandise, events, and services, both on District property and offsite, including Conservancy website-based sales, wholesale program and retail outlets; and
3. All sales at the 75th Anniversary Pavilion/Visitor Center, GGB Cafe, and at other locations on District property/right of way, as approved by District for use by Conservancy, including food and beverage concession as well as non Golden Gate Bridge related merchandise.

B. Responsibility for Payment of Capital and Operating Costs

Conservancy will be solely responsible for payment of all capital and operating costs incurred to implement the Project ("Project Costs"). Project Costs will be payable first out of sponsorships, donations and other contributions received by Conservancy for Project purposes, and thereafter from Project Gross Revenues. Project Costs include but are not limited to all Anniversary costs, cost of goods sold, on-site staff and operating costs, cost of capital, direct Project overhead, allocated indirect overhead and allocated management costs which includes administrative, marketing, communications, advertising, product development, project planning, professional services and related project expenses.

C. Allocation of Project Gross Revenues

Project Gross Revenues will be allocated as follows:

1. First, to pay Project Costs net of sponsorships, donations and other contributions. During this period, 5% of Project Gross Revenues are to be allocated to District to offset the loss of District gift center and café net revenues; however, all of the District's allocation will be applied to the payment of Conservancy's capital costs and then other remaining Project Costs.
2. Second, after recoupment of all Project Costs, if the Conservancy has not started construction of a Permanent Visitor Center/Museum, the District's 5% of gross revenues and all remaining net revenues will be set aside for the design and construction of a Permanent Visitor Center/ Museum.
3. Third, following recoupment by Conservancy of all Project Costs and following the completion of construction of a permanent visitors center/museum (whether constructed pursuant to this Agreement or a subsequent agreement), the parties will negotiate in good faith a future allocation of Project Gross Revenues. The District's allocated share will be in the form of a percentage of annual gross revenues, which the District may expend in its sole discretion for any purpose consistent with its mission. Any net revenues remaining with Conservancy will be reinvested at the site via capital improvements or interpretive programs.

D. Reopener

Following the allocation of Project Gross Revenues as specified above, the parties may renegotiate future revenue allocations, which may be further adjusted, up or down, from time to time based upon actual experience, pursuant to a negotiation process that may be invoked by either party. To facilitate and support that process, Conservancy will provide the District with yearly financial statements and comparisons of actual performance to projections, together with projected budgets for subsequent year(s), to form the basis for either party proposing a change in the revenue allocations.

In addition, Conservancy has the right at any time to request a temporary reduction in the percentage of Project Gross Revenues to be allocated to the District pursuant to Paragraph C(3) above based upon changed circumstances in the financial health of the Project, supported by appropriate financial documentation.

ARTICLE IV. TERM

A. Term of Project

This Agreement will be for ten (10) years from the effective date, unless earlier terminated according to the provisions of Article VII below. The parties contemplate a long term relationship and to that end the Term shall automatically renew thereafter for additional ten-year terms unless the District or the Conservancy opts not to renew it by giving notice to the other Party at least 180 days prior to the end of the Term.

B. Notices

All notices required under this Agreement shall be given as required under Article XII, Paragraph G.

ARTICLE V. MODIFICATION, ASSIGNMENT, TERMINATION

A. Modification

This Agreement may only be modified by written modifications which include mutual consent and signatures of all parties. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).

B. Assignment

This Agreement may not be assigned in whole or in part by the Conservancy without the prior written approval of the District.

C. Suspension or Termination

Termination of the Agreement means the cancellation of this Agreement, in whole or in part, at any time prior to the completion of the Term of the Agreement (Article IV). Suspension of the Agreement is an action by the District that temporarily suspends the Agreement, pending corrective action by the Conservancy or pending a decision to terminate by the District.

1. **Suspension:** If the Conservancy fails to comply with the terms of the Agreement, the District may, on reasonable notice to the Conservancy, suspend the Agreement, withhold any payments, and prohibit the Conservancy from incurring additional obligations of funds, pending corrective action by the Conservancy; or decide to terminate in accordance with Article V, Paragraph C, Part 2. All necessary and proper costs that the Conservancy could not reasonably avoid during the period of suspension shall be allowed provided that they are reasonably allocable to the Project.
2. **Termination for Cause:** Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days' notice and opportunity to correct the perceived failure. The Conservancy shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to the Conservancy or recoveries by the District under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the Parties.
3. **Termination for Convenience:** The Agreement may be terminated in whole or in part whenever the Conservancy or the District determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. The Conservancy and the District shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion to be terminated. In the event that the Conservancy and the District cannot agree on such termination conditions, the District and the Conservancy each reserve the right to unilaterally terminate the Agreement by giving one hundred and eighty (180) days written notice of termination to the other party. The Conservancy shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

D. Termination Payment

The District acknowledges that the initial stages of the Project will require the Conservancy to invest significant time and resources, and intends that the Conservancy recoup its investment from the revenues of the Project. Therefore, if the District terminates this Agreement prior to the end of the Project term, under Article V, Paragraph C, Part 3, Termination for Convenience, above, the Conservancy will be permitted to recoup a sum equal to the sum of the outstanding Project Costs made by Conservancy payable at the District's election either through a

continuation of Merchandising Activities or through a termination payment or a combination of both.

E. Ownership of Facilities

Upon termination or expiration of the relationship, the District will retain sole ownership of all improvements and facilities constructed or installed during the life of the Agreement.

ARTICLE VI. USE OF DISTRICT PROPERTY AND FACILITIES

A. The District may permit the Conservancy during the term of this Agreement access to District property and facilities solely for the conduct of the Project. The District shall, on a date or dates to be determined as part of the Visitor Experience Plan and for the duration of the Term set forth in Article IV, deliver to the Conservancy occupancy of the real property, fixtures, and personal property consisting of the existing GGB Round House, the GGB Café, and such other specified real property that may be agreed upon by the parties.

B. The Conservancy shall be responsible for all costs of occupancy of new or remodeled facilities erected or constructed including, but not limited to, maintenance, repairs and utility charges. The parties may enter into a separate agreement to specify additional terms and conditions of the Conservancy's occupancy of District property and facilities.

ARTICLE VII. INTELLECTUAL PROPERTY

A. Trademarks and Service Marks

1. Ownership and Registration. Any and all use of any trademarks or service marks in connection with this Agreement shall inure to the benefit of the District and any and all such trademarks or service marks shall be owned by the District. To the extent any artwork, graphic or logo design, or other works of authorship are generated as part of any such trademarks or service marks, the Conservancy will ensure that all right, title and interest in the associated copyrights are assigned to the District. The District shall have the sole and exclusive right to seek or own any and all registrations of any trademarks or service marks used or created in connection with this Agreement.

2. Internet and Similar Properties. Any and all registrations for domain names or any names incorporating the District's trademarks or service marks and any accounts, user names, or other such properties used in connection with social media that are procured or used in connection with this Agreement shall be in the name of the District and owned by the District.

3. Licenses. The Parties will execute such license agreements for the use of trademarks or service marks as may be necessary to enable the Conservancy and District to undertake activities and programs authorized by this Agreement.

B. Copyrights (apart from Trademarks and Service Marks)

1. New Materials Created by Parties. Subject to Section A.1., any and all copyrights in any and all works of authorship created by the Conservancy, the District, or both of them in connection with this Agreement shall be owned jointly by the District and the Conservancy, without any duty to account to each other apart from the revenue sharing, reporting and other related provisions set forth in this Agreement. The parties agree that during the term of the Agreement all benefits of revenues derived from this joint ownership will contribute to the Project Gross Revenues, and the District will not use this joint ownership to compete with the Conservancy's merchandise and sales of such new materials. Upon expiration or termination of this Agreement, the District and Conservancy will continue to jointly own the copyright in materials created in connection with this Agreement, without any duty to account to each other whatsoever.

2. New Materials Created by Third Parties. Subject to Section A.1., where the Conservancy uses or anticipates using third parties (including without limitation artists, authors, photographers, and videographers) to create or assist in the creation of any works of authorship in connection with this Agreement, the Conservancy will either:

- (i) procure joint ownership of the copyright for the Conservancy and the District, with the same rights and duties as for the joint ownership set forth in Section B.1.; or
- (ii) procure a written license to the copyright for the benefit of the Conservancy and the District, with full rights whether acting separately or together; or
- (iii) determine that no license or copyright need be obtained.

The Parties will meet and agree upon the categories of materials for which joint copyright or long term license is desired. Thereafter The Conservancy will in good faith on a case by case basis evaluate and decide which of these options should be undertaken, taking into account the nature of the work, the cost of ownership versus a license, and the benefits to be derived, among other considerations.

C. Existing Intellectual Property Rights

For clarity, and notwithstanding anything to the contrary, nothing in this Agreement transfers any ownership of copyrights, trademarks, service marks, or other intellectual-property or proprietary rights held by either of the Parties prior to this Agreement to the other party, unless specified by written agreement.

ARTICLE VIII. FINANCIAL ASSISTANCE AND COST SHARING

A. The Conservancy shall work closely with the District to identify funding sources for the Project. In light of the Conservancy's unique fundraising capability and experience as a nonprofit organization, the Conservancy will assume major responsibility for carrying out fundraising programs and activities.

B. The capability of the District to provide financial assistance, if at all, will be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds. It is not expected that Bridge toll revenues will be used. Any commitment of District revenues for the Project will require approval by the District Board of Directors, together with an agreed upon modification of the costs and revenue sharing arrangement set forth in Article III.

C. The Conservancy shall submit proposed budgets and any budget amendments to the District's Auditor Controller for review and concurrence.

D. All funds received and all funds expended by the Conservancy under this Agreement shall be maintained as specified in Article IX, below.

ARTICLE IX. REPORTS

A. Accounting System

The Conservancy shall maintain an accounting system, which identifies all revenues, expenses, assets, liabilities, and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP).

The Conservancy shall administer all financial functions of the Project. All revenues and expenses associated with retail, visitors experience activities or related functions, all underwriting, sponsorship and support of the Project shall be recorded and managed by the Conservancy. All assets, debt, debt-service and related information shall be recorded and managed solely by the Conservancy for all aspects of the Project. Detailed accounting records shall be maintained in a manner which easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.

The Conservancy shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs and other related expenses) for all sales, programs and activities within the District Right of Way, and for all activities and sales covered by this Agreement. The Conservancy shall make available on a monthly and quarterly basis, a simplified unaudited version of the same Statement of Financial Activities.

The Conservancy shall also submit separate audited financial statements for the preceding fiscal year to the District. Such statements shall be submitted to the District upon completion of the Conservancy's annual audit. The financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant who has been certified or licensed in the State of California.

B. Inspection of Records

The District and any of its duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of the business year of the Conservancy and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents,

papers, and financial records related to this Agreement including Federal and State information returns.

C. Annual Reports

The Conservancy shall prepare and submit to the District and NPS an annual report of the Conservancy's activities after the close of each Conservancy fiscal year during the term of this Agreement. The report shall include, but need not be limited to, the following:

1. Statement of achievements during the preceding year;
2. Description of activities and services offered in furtherance of this Agreement.

ARTICLE X. INDEMNIFICATION

The Conservancy and the District shall each indemnify, defend, save and hold harmless the other Party, its Directors, Officers, employees and agents, from any and all claims, demands, damages, losses, penalties, fines, costs, liabilities, causes of action, orders, judgments, expenses and the like for any loss or destruction of, or damage to, any property, or for the death of or injury to any person, of any nature whatsoever and by whomever made, which may arise out of the actions or inactions, or the contract responsibilities, of the indemnifying Party.

ARTICLE XI. HEALTH, SAFETY AND SECURITY

1. The Conservancy shall provide for the safety of its employees, contractors, volunteers and the general public in their use of any District property or facilities under this Agreement. The Conservancy shall take such steps as are necessary to ensure a safe and healthful work environment for its employees, contractors, volunteers and the general public. Periodic inspections shall be conducted by the District's risk management and safety office.
2. Operations under this Agreement and the administration thereof by the District may be subject to the laws of the United States governing the GGNRA and the rules, regulations and policies promulgated therein, and to such State and local building safety, health and sanitation codes, statutes and standards as may apply.
3. The Conservancy shall designate a staff person with authority to represent and to carry out the Conservancy's responsibilities for health and safety under this Agreement. The Conservancy shall notify the District of the initial designation and any subsequent changes in the designation by written notice within thirty (30) days of such designation or any such change.
4. The Conservancy shall, in consultation with the District, and other appropriate inspection officials participate in a regular program of Fire and Safety Inspections covering all

facilities and programs authorized under this Agreement. Written reports covering all inspections of physical facilities will be completed by the inspectors and forwarded to the District within ten (10) days of the inspection date. At a minimum, all facilities shall be inspected on an annual basis, provided however that the District may require more frequent inspections where, in the District's reasonable opinion, more frequent inspections are required to ensure safety.

5. The Conservancy shall provide and maintain fire protection equipment including portable fire extinguishers of appropriate size, type and distribution to adequately protect all facilities assigned to the Conservancy under this Agreement. Provision and maintenance of this equipment will comply with National Fire Protection Association Standards as defined in NFPA No. 10, 1975.
6. The Conservancy shall provide and maintain adequate first aid equipment and qualified personnel to serve the potential needs of the Conservancy's employees, volunteers and the general public in the use of any facilities assigned to the Conservancy under this Agreement. The District will provide the Conservancy with contact information regarding District personnel who respond to emergency situations regarding visitor health and safety.
7. The Conservancy shall take immediate steps to correct health and safety and sanitation infractions called to its attention by the District and other Federal, State, or local inspection officials when such infractions, in the reasonable opinion of the inspecting official, pose an immediate threat to the health and/or safety of persons or property.
8. The Conservancy shall take steps to ensure that all accidents involving personal injury (other than minor first aid) and/or property damage and all fires occurring within the facilities assigned under this Agreement are reported immediately to the District's authorized representative.
9. The Conservancy shall be responsible for the security of any buildings that may be assigned under this Agreement and property contained therein. Discovery of any break-in or other criminal act shall be immediately reported to the District's authorized representative.

ARTICLE XII. MISCELLANEOUS

A. Use of Area

This Agreement is entered into by the Conservancy with the knowledge that the historic, natural and recreational qualities of the Bridge and its environs are to be preserved. The Conservancy shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized by the NPS or the District, given their respective approval rights, and when necessary by both the NPS and District.

B. Non-Profit Status

During the term of this Agreement, the Conservancy shall retain its non-profit status pursuant to the Non-Profit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement. This provision does not apply to any financially independent subsidiary of the Conservancy.

C. Taxes

Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of the Conservancy shall be paid by the Conservancy based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

D. Officials Not To Benefit

In connection with the performance of work under this Agreement, the Conservancy agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Trustees of the Conservancy or District Directors, officers or employees.

E. Headings

The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. Invalidity

If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

G. Notices

1. Any notice which the Conservancy may desire or may be required hereunder to give or deliver to the District shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to General Manager, Golden Gate Bridge, Highway & Transportation District, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601 or such other person and/or address as the District may designate by written notice to the other parties. The time of delivery of such notice shall be deemed to be the time when the same is received.
2. Any notice which the District may desire or may be required hereunder to give or deliver to the Conservancy shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Executive Director, Golden Gate National Parks Conservancy, Building 201, Fort Mason, San Francisco, CA 94123 or such other person and/or address as the

Conservancy may designate by written notice to the other parties. The time of the delivery of such notice shall be deemed to be the time when the same is received.

I. Insurance

1. General

- (a) The types and amounts of insurance coverage purchased by the Conservancy shall, as a minimum, meet requirements detailed in this Article. Said insurance shall be reviewed annually for adequacy by the District and the Conservancy. The District reserves the right to direct adjustments in the Conservancy's insurance program, after consultation with the Conservancy, as the District deems necessary to insure the protection of the interests of the District.
- (b) The Conservancy shall annually, or at the time insurance is purchase, provide the District with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the District thirty (30) days advance written notice of any material change in the Conservancy's approved insurance program hereunder.
- (c) The District will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Conservancy proves to be inadequate or otherwise insufficient for any reason whatsoever.
- (d) All insurance policies required by this Agreement shall specify that the insurance companies shall have no right of subrogation against the District; and shall provide that the District, its Directors, Officers, employees and agents are named as additional insureds; and shall provide that the insurance companies shall have no recourse against the District for payment of any premiums or assessments.

2. Public Liability Insurance

- (a) The Conservancy shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Conservancy in carrying out the activities authorized by this Agreement.
- (b) Such insurance shall be in amounts approved by the District that shall be commensurate with the degree of risk and the scope and size of activities authorized herein.

3. Property Insurance

- (a) The Conservancy at its cost shall secure and maintain fire, extended coverage and such other perils insurance in such types and limits as are determined by the District to be necessary to repair or replace District property and facilities, and the Conservancy's equipment, furnishings and other personal property necessary and as is reasonably available to satisfactorily discharge the Conservancy's obligations under this Agreement. For insurance purposes, values of such property shall be determined at the inception of this Agreement and updated annually thereafter.
- (b) Such insurance shall provide for the Conservancy and the District to be named insured as their interests may appear. Insurance provisions respecting replacement at the "same site" shall be waived.
- (c) In the event of loss, the Conservancy shall use all proceeds of such insurance to repair, rebuild, restore or replace District property and facilities, and the equipment, furnishings and other personal property of the Conservancy required for the continuing operation of the facilities, as directed by the District.

4. Additional Insurance Coverage

- (a) The Conservancy shall also obtain the following additional coverage:
 - (1) The Conservancy shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability coverage which provide, at the same limits, Product Liability and Contractual Liability and Liquor Liability if liquor is served.
 - (2) The Conservancy shall provide the following coverage respecting vehicles owned and/or operated by the Conservancy: Comprehensive Automobile Liability, Uninsured Motorist coverage, and statutory "No-Fault" coverage, as required by the State of California.
 - (3) The Conservancy shall provide Statutory Worker's Compensation as required by the State of California, Employer's Liability coverage and Voluntary Compensation endorsement.
- (b) The Conservancy shall require that all users acting under the provisions of sub agreements with the Conservancy carry insurance at levels appropriate to the degree of risk during the course of their activities related to this

Agreement, or that such activities are covered by the Conservancy's insurance.

- (c) All payable losses arising out of damage to District property and facilities shall be paid to the District.

ARTICLE XIII. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date written above.

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT

GOLDEN GATE NATIONAL PARKS
CONSERVANCY

By: Dennis Mulligan
Title: General Manager

By: Gregory E. Morre
Title: Executive Director

By: Janet P. Brantano
Title: Secretary of the District

By: Maack Buell
Title: Board Chair


Approved as to form:

David J. Lee
Attorney for District



MEMORANDUM

To: Janet S. Tarantino, Secretary of the District

From: Denis J. Mulligan, General Manger 

Date: June 24, 2011

Subject: **AGREEMENT BETWEEN THE GOLDEN GATE NATIONAL PARKS
CONSERVANCY AND THE GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT**

Attached herewith for your Office's files and safekeeping are the following original counterpart documents between the Golden Gate National Parks Conservancy and the Golden Gate Bridge, Highway and Transportation District (District):

1. Scope of Sales Agreement dated June 17, 2011;
2. Golden Gate Bridge Project Agreement Amendment III dated June 17, 2011; and,
3. Golden Gate Bridge Project Agreement Amendment IV dated June 17, 2011

These documents should be kept with the Memorandum of Understanding (between the National Park Service, Conservancy and District) and Agreement (between the Conservancy and District) which were sent to your office previously.

Attachments

cc: David Miller, Madeline Chun, Joseph Wire, Kary Witt

Golden Gate Bridge, Highway and Transportation District (District)
and the
Golden Gate National Parks Conservancy (Parks Conservancy)
Scope of Sales Agreement

Sales Purpose and Philosophy

The Scope of Sales is an outline that provides direction about the subject areas and types of merchandise to be considered for sale by the Golden Gate National Parks Conservancy (Parks Conservancy) in retail outlet(s) located in the Golden Gate Bridge, Highway and Transportation District (District)'s Right of Way. This guideline will assist Parks Conservancy and District staffs as they research, develop, propose and select titles and merchandise. Items may occasionally fall outside of these categories; they will be considered on a case by case basis.

The retail outlet(s) at the District operated by the Parks Conservancy will sell items that support the District's interpretive themes and visitor information needs. The retail outlet(s)'s offerings will strive to appeal to a range of ages and interest groups, in a range of media and prices, and to present a balance of historical perspectives. Sales items will relate to District's resources – specifically the Golden Gate Bridge, visitor needs and amenities, trip planning, the Golden Gate National Parks, and related topics as defined in this document.

The Parks Conservancy will also sell food and non-alcoholic beverages in retail outlet(s) located in the District's Right of Way.

Golden Gate Bridge Significance Statement

Spanning the fabled entrance to San Francisco Bay, the Golden Gate Bridge is a 1.2-mile-long symbol of American ingenuity and resolve. Constructed during the Great Depression and opened to traffic in 1937, it was the longest suspension bridge in the world for more than a quarter-century. This international icon is also a vital Bay Area transportation link—more than 40 million vehicles cross the Bridge each year, as do millions of visitors from around the world. The centerpiece of the Golden Gate National Parks, the Bridge is both a marvel of engineering and spectacular example of soaring architectural imagination.

Mission Statement: Golden Gate Bridge, Highway and Transportation District

The mission of the Golden Gate Bridge, Highway and Transportation District (District) is to provide safe and reliable operation, maintenance and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.

Mission Statement: Golden Gate Bridge Retail Store

The Parks Conservancy will work with the District to develop a fiscally responsible retail and product program that will interpret, celebrate, and promote the beauty and majesty of the Golden Gate Bridge as well as the national park lands that connect to the Bridge. Through a series of iconic and celebratory products and publications presented in a dynamic retail environment on the District's Right of Way and through the Golden Gate Bridge online store, this program will provide visitors with an opportunity to engage with this landmark structure, to learn about its unique stories and to have an expanded and memorable experience.

Merchandise Criteria

Primary Interpretive Themes and Subject Matters

This list is not considered comprehensive, but provides the framework for areas of interpretive research and exploration. The list also presents the range of subject matter that merchandise in the Golden Gate Bridge retail program will cover – with primary emphasis on the Bridge and its setting.

Theme A: Architecture and Engineering

1. Spanning the Golden Gate
2. Bridge Engineering
3. Building the Bridge
4. Design and Geometry
5. Facts and Figures
6. Challenges and Obstacles
7. Bridge Over Time: Changes
8. Painting the Bridge
9. Day-to-Day Operations
10. Ongoing Repairs, Maintenance, and Performance

Theme B: History

1. Before the Bridge
2. Native American
3. Discover the Golden Gate: Spanish, British
4. Westward Expansion
5. Story of Building the GGB
6. Joseph Strauss, Morrow
7. Opening the Bridge
8. Bridge During Wartime
9. Bridge Events and Milestones
10. SF and Bay Area History

Theme C: Transportation

1. Cars
2. Boats
3. Bicycles
4. Runners
5. Walkers

Theme D: Landmark, Icon, Symbol

1. Building the Legend
2. Symbol of America
3. Commemoration
4. Celebration
5. Reflection
6. Inspiration

Theme E: Golden Gate National Parks

1. Fort Point National Historic Site
2. Presidio of San Francisco
3. Crissy Field
4. Other Golden Gate National Parks Sites
5. Cultural History
6. Natural History
7. Scenery
8. Visiting the Golden Gate National Parks
9. Stewardship
10. National Park Service and National Parks

Theme F: Natural and Scenic Setting

1. Formation of the Land
2. Ornithology
3. Marine Biology
4. Ocean Currents
5. Bay and Island Ecology
6. Geology Above and Below the Land

Theme G: Secondary Interpretive Themes

1. Promoting Bridge Messages, Programs, Initiatives, Special Events, etc.
2. Bay Area Explorations
3. Recreation
4. California History

Audiences

- Individuals/Families
- Young Adults, Children, School Groups (K-12)
- Foreign Visitors
- Non-English Speaking Audiences
- Recreational Users: Bicyclists, Runners
- Teachers and Other Educators
- Organized Group Visits
- Local Communities, including Neighbors and Local Organizations
- Non-traditional Bridge Users or Other Special Populations

Media Types

A variety of media formats shall be offered for sale to accommodate different learning styles and tastes in order to reach the widest possible audience.

- Books (adult, teens, children).
- Electronic Media (audio, video, Apps, DVD, CD, CDROM, web-based, and new electronic and technology based formats) that tell historic and contemporary stories and voices of the Bridge, reaching new and younger audiences, and addressing the changing way information is presented and learned.
- Graphic Arts (historic and contemporary: art, graphics, photography), poster and prints that represent the architectural, cultural, symbolic significance of the Bridge.

- Printed Materials (stationery, stamps, journals, calendars, magnets, etc.) that reflect historic and contemporary images of the park and relay informative text about a wide variety of park subjects.
- Replicas and Reproductions (models, bolts, nuts, clothing, badges, coins, instruments, equipment, tools, historic ephemera, toys, games, signs, etc.) that offer visitors close facsimiles to actual artifacts and cultural objects of the parks.
- Informational Decks (boxes, fold-outs, set, etc.) which present interpretive stories and history to visitors in unique formats.
- Apparel with historic and logo images that promote the Bridge, and provide visitors with physical comfort during changing weather conditions.
- Childrens' toys and games that reflect the Bridge themes.
- Arts, crafts, and jewelry inspired by the Bridge.
- Gifts that reflect Bridge themes, design, and iconic status.
- General brochures, guides and maps to the Bridge.
- Branded items that reflect the Bridge, Bridge Programs, Bridge Initiatives, and Bridge Events, Commemorative Occasions (apparel, ceramics, pins, patches, luggage tags, posters, stationery, and other visitor destination items) that promote awareness to local and national audiences about the Bridge, encouraging visitation and positive engagement with the Bridge on many levels.
- Amenities for the visitor that offer them a valuable service, including, but not limited to beverages, food, camera batteries, ponchos, sunscreen, umbrellas, etc.).
- Bridge merchandise based on the collection of the District.
- Golden Gate Bridge 75th Anniversary merchandise utilizing the anniversary logo.

Items for Special Programs/Events

It may be appropriate to introduce certain titles or items to support special Bridge events, anniversaries, holidays, and celebrations.

Selection Process and Criteria for Specific Sales Items

The Parks Conservancy will use this document as their guideline to purchase and develop products and publications sold at retail operations on the District's Right of Way. The General Manager or their designee may review items at any time for:

- **Appropriateness:** How well does this product interpret Bridge and park themes, promote the Bridge and park lands, and serve audiences?
- **Quality:** How well does the product capture the message and what is the level of craftsmanship of each item?
- **Accuracy:** Does the product reflect the best scholarship and knowledge?
- **Value:** Is the product a good buy for the customer at the suggested sales price?
- **Currency:** Is the product up-to-date?
- **Authenticity:** Does the product reflect an authentic historical perspective?
- **Visitor Amenities:** Does the product offer visitors a valuable service?
- **Revenue Generation Ability:** Does the product produce positive revenue?

Designated Staff for Implementing the Scope of Sales Agreement

The District staff designee for working with the Parks Conservancy in implementing this *Scope of Sales* Agreement is Kellee Hopper, Marketing and Communications Director.

The Parks Conservancy staff designee for working with the District in implementing this *Scope of Sales* Agreement is Robert Lieber, Director of Retail and Product Development.

Authorities and Limits

- The Parks Conservancy will have the authority to develop and select merchandise responding to the merchandise criteria and audiences outlined in this Agreement.
- A list Golden Gate Bridge Collection and 75th Anniversary logo merchandise to be created by the Parks Conservancy for sale at retail locations within the District's Right of Way and on the Golden Gate Bridge online store will be presented to the District designee for approval. The District designee is committed to a streamlined approval process that expedites decisions.
- The Parks Conservancy designee will consult with the District designee when review of the content of merchandise is deemed important to ensure accuracy of presentation.

- The District designee may request a list of merchandise items being developed or on sale at retail locations within the District's Right of Way and on the Golden Gate Bridge online store. Any item deemed inappropriate by the District will be brought to the attention of the Parks Conservancy designee and re-evaluated to determine the appropriate action to be taken, including, but not limited to selling through of existing on hand inventory.
- No items will be sold which contributes to the damage or inappropriate degradation of Bridge resources, including the Bridge's status as an international icon.
- No items may be sold which compromises the security of the Bridge or its users.

Off-Site Sales

The Golden Gate National Parks Conservancy, in order to promote the Golden Gate Bridge to wider audiences, will engage in off-site and online retail and wholesale sales.

Special Event Sales

All items sold on the District's Right of Way will be sold by the Parks Conservancy. For special events, with the written approval of the District and the Parks Conservancy a vendor may sell items deemed appropriate by the District that does not compete with the Parks Conservancy's retail inventory.



 Denis J. Mulligan, General Manager
 Golden Gate Bridge, Highway and Transportation District



 Date



 Greg Moore, Executive Director
 Golden Gate National Parks Conservancy



 Date



PARKS FOR ALL FOREVER™

June 17, 2011

Golden Gate Bridge Project Agreement Amendment III

Clarification between Golden Gate National Parks Conservancy and Golden Gate Bridge, Highway and Transportation District - Article XII., Section I

Insurance related points of clarification

Property and Facilities:

- Facilities covered under all insurance obligations of this Agreement shall include: the 75th Anniversary Pavilion (Visitor Orientation Facility), Bridge Café and Round House.

Coverage Limits:

- The Golden Gate National Parks Conservancy (Parks Conservancy) shall provide General Liability limits of \$1,000,000/\$2,000,000 (occurrence and aggregate) and Umbrella of \$15,000,000; and the Parks Conservancy shall name the Golden Gate Bridge, Highway and Transportation District as an additional named insured.
- The Parks Conservancy shall provide Builder's Risk limits of \$2,000,000 during the construction of the Visitor Orientation Facility.

Replacement Value:

- Current estimated replacement value for the prospective construction of the 75th Anniversary Pavilion (Visitor Orientation Facility) is \$2,000,000. Per Project Agreement, this estimate will be restated after completion of construction.

A handwritten signature in blue ink, reading "Denis Mulligan".

Denis J. Mulligan, General Manager
Golden Gate Bridge, Highway and Transportation District

June 20, 2011
Date

A handwritten signature in black ink, reading "Greg Moore".

Greg Moore, Executive Director
Golden Gate National Parks Conservancy

06.22.2011
Date



PARKS FOR ALL FOREVER

June 17, 2011

Golden Gate Bridge Project Agreement Amendment IV

ARTICLE VI. USE OF DISTRICT PROPERTY AND FACILITIES, B.

- The District agrees to maintain all exterior sections of buildings, including the Bridge Café, Round House and Pavilion. Such maintenance shall include but not be limited to: general condition, cleaning, and routine maintenance.
- The District is responsible for maintaining a high standard for the plaza, similar to how it currently maintains the existing visitor areas, including: plaza maintenance and routine repairs, landscape maintenance, garbage and litter collection, and clean-up.
- The Parks Conservancy will design all improvements to minimize future maintenance needs.
- The Parks Conservancy will be responsible for all interior maintenance of buildings including the Bridge Café, Round House and Pavilion.
- The District shall cover all costs associated with the repair and maintenance of existing utility structures and delivery systems including sewage, water and electricity except for repairs necessitated by Parks Conservancy construction activities.
- The Parks Conservancy shall cover all costs associated with on-going operations of new and existing utilities within the project space.
- All of the cost associated with carrying out the responsibilities set forth above, except for the District's repair of existing utilities, shall be deemed Project Costs.

A handwritten signature in blue ink, reading "Denis Mulligan".

Denis J. Mulligan, General Manager
Golden Gate Bridge, Highway and Transportation District

A handwritten date in blue ink, reading "June 20, 2011".

Date

A handwritten signature in black ink, reading "G. Moore".

Greg Moore, Executive Director
Golden Gate National Parks Conservancy

A handwritten date in black ink, reading "06.22.2011".

Date

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 4c
Item - Program Issues
Bridge Commemorative Stamp/Coin

Recommendation:

APPROVAL

Cost:

N/A

Schedule Impacts:

N/A

Discussion:

The TBPOC is being asked to review and approve a proposal to the Citizens' Stamp Advisory Committee and Citizens' Coinage Advisory Committee for a commemorative stamp and coin honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. We meet the criteria for the coin and stamp under these main subjects:

1. Significant impact on American history or culture.
2. Events of historical significance.
3. Widespread national appeal and significance.

At the opening of the original bridge in 1936 a silver half-dollar coin was issued. Similarly, our goal is to immortalize the new Bay Bridge on legal tender currency issued by the U.S. Mint and a U.S. Postal stamp at the time of the opening of the new East Span.

Generally, proposals are submitted 3 years prior to the issue date; therefore it is urgent that they are sent promptly for consideration.

Attachment(s):

1. Letter to the Citizens' Stamp Advisory Committee
2. Letter to the Citizens' Coinage Advisory Committee



THE SAN FRANCISCO-OAKLAND BAY BRIDGE SEISMIC SAFETY PROJECTS

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION

311 Burma Road
Oakland, CA 94607

February 1, 2012

Citizens' Stamp Advisory Committee
c/o Stamp Development
U.S. Postal Service
475 L'Enfant Plaza SW, Room 3300
Washington, DC 20260-3501

Dear Citizens' Stamp Advisory Committee,

We are writing to propose a commemorative stamp honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. This is more than an upgrade to one of the country's busiest bridges; it is an epic transformation into a global icon, featuring some of the most cutting-edge and innovative engineering, construction and seismic technology. Because of the project's significance to the Bay Area, the State of California and the nation at large, we believe a commemorative stamp would be an ideal tribute.

Rebuilding the Bay Bridge is a monumental endeavor in terms of the challenges we have overcome and the herculean engineering and construction feats that have been accomplished. This \$6.3 billion dollar project is currently the largest public infrastructure project in the United States of America. The Bay Bridge retrofit has been a powerful economic engine, generating approximately 126,000 new jobs.

One signature element transforms the Bay Bridge into a new global icon – the Self-Anchored Suspension Span (SAS). The SAS component is the largest bridge of its kind anywhere in world (2,078 feet), one of many firsts. The bridge's distinctive and asymmetrical design, as well as sweeping and graceful aesthetics, will give the new East Span a unique silhouette.

Building this world-class bridge is a global effort—with components being manufactured domestically and overseas. The Bay Bridge project was honored at the 2010 World Expo in Shanghai, the largest world's fair in history, as a public safety project incorporating technological innovation, environmental consciousness and international teamwork. The uniqueness and significance of this project has also caught the attention of the national and international media with several television documentaries already produced.

For more information about the San Francisco-Oakland Bay Bridge Seismic Safety Projects, please visit BayBridgeInfo.org.

We thank you for your consideration.

Steve Heminger
TBPOC Chair, Executive Director, Bay Area Toll Authority

Bimla Rhinehart
TBPOC Vice-Chair, Executive Director, California Transportation

Malcolm Dougherty
Acting Director, Caltrans



THE SAN FRANCISCO-OAKLAND BAY BRIDGE SEISMIC SAFETY PROJECTS

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION

311 Burma Road
Oakland, CA 94607

February 1, 2012

Citizens Coinage Advisory Committee
801 9th Street, NW
Washington, DC 20220

Dear Citizens' Coin Advisory Committee,

In 1936, to mark the opening of the original San Francisco-Oakland Bay Bridge, Congress authorized the issue of 200,000 silver commemorate half dollars.

We are writing to propose a commemorative coin honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. This is more than an upgrade to one of the country's busiest bridges; it is an epic transformation into a global icon, featuring some of the most cutting-edge and innovative engineering, construction and seismic technology. Because of the project's significance to the Bay Area, the State of California and the nation at large, we believe a commemorative coin would be an ideal tribute.

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We thank you for your consideration.

Steve Heminger
TBPOC Chair, Executive Director, Bay Area Toll Authority

Bimla Rhinehart
TBPOC Vice-Chair, Executive Director, California Transportation

Malcolm Dougherty
Acting Director, Caltrans

Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012
FR: Tony Anziano, Toll Bridge Program Manager, CT
Jason Weinstein, Senior Program Coordinator, BATA
RE: Agenda No. - 5a
Item – San Francisco-Oakland Bay Bridge Updates
Corridor Update

Recommendation:

For Information Only

Cost:

N/A

Schedule Impacts:

TBD

Discussion:

Work is ongoing across the entire length of the San Francisco-Oakland Bay Bridge East Span Seismic Replacement Project.

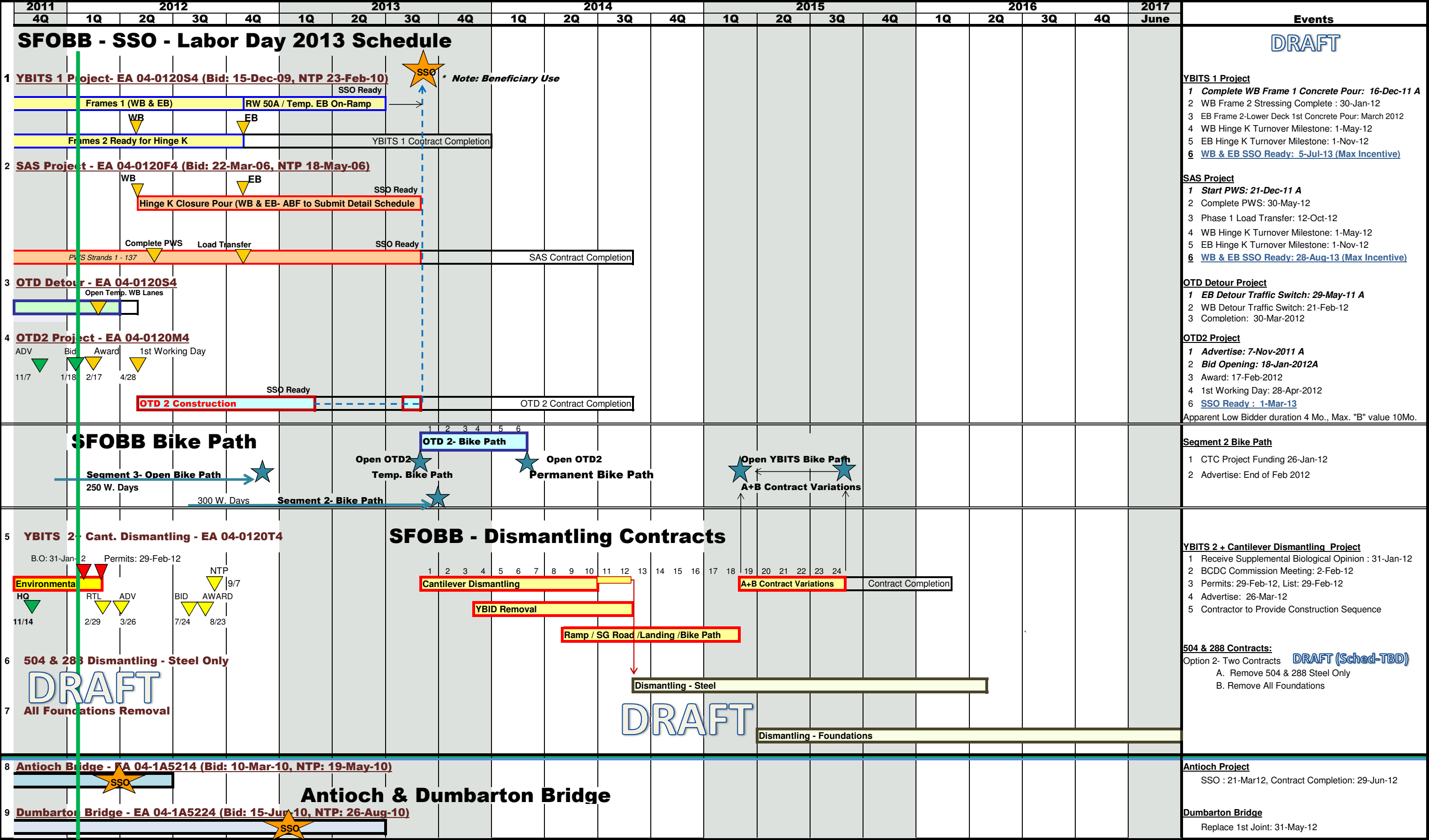
- On the Self-Anchored Suspension Span Contract, the contractor has completed the hauling of 7 of 137 cable strands that will support the self-anchored suspension span.
- On the Yerba Buena Island Transition Structures #1 Contract, the concrete deck of the westbound approach structure was completely poured out at the end of January.
- On the Oakland Detour, the multi-day closure of the westbound direction of the bridge (upper deck) is still on schedule for President's Day Weekend from 8 PM on Friday, February 17 through early morning of Tuesday, February 21 to open the Westbound detour. This schedule is highly dependent on construction progress and weather.
- The Oakland Touchdown #2 contract opened seven bids for the work on January 18, 2012. With an engineer's estimate of \$42.9 million, the apparent lowest bidder was \$14.2 million, or 33%, below the engineer's estimate with a bid of \$28.7 million.

Attachment(s):

Toll Bridge Seismic Retrofit Program - Summary Schedule (SSO)

Toll Bridge Seismic Retrofit Program - Summary Schedule (SSO)

Update as of 01/20/2012



Memorandum

TO: Toll Bridge Oversight Committee (TBPOC) **DATE:** January 25, 2012

FR: Program Management Team (PMT)

RE: Agenda No. - 5b
Item – San Francisco-Oakland Bay Bridge Updates
Existing Bridge Demolition

Recommendation:

APPROVAL of Option 2 – splitting the remaining existing East Span demolition into two contracts, one for the remaining superstructure and one for the remaining substructure.

Cost:

Option 2 could save as much as \$10 M compared to Option 1

Schedule Impacts:

Option 2 has a 6-month positive impact on schedule risk as compared to Option 1

Discussion:

The complete demolition of the existing East Span of the San Francisco-Oakland Bay had always been considered during the design of the new (SFOBB). Until the past few years, however, the detail of how the existing East Span would be demolished was not clear. The detail has become much clearer over the past year with the Cantilever portion of the existing East Span demolition being included in the YBITS #2 contract. With the critical Cantilever demolition decision made, the focus now shifts to the remainder of the East Span demolition, specifically the 504' and 288' truss sections and the foundations that support these structures.

There are several options that have been reviewed for the demolition of the remaining 504' and 288' truss sections and the foundations. They are:

1. One Contract - All remaining work
2. Two Contracts – 1) All superstructure and 2) All foundations
3. Three Contracts – 1) 504' and 288' Superstructure, 2) 504' foundations, 3) 288' foundations
4. Two Contracts – 1) 504' superstructure and foundations, 2) 288' superstructure and foundations

Memorandum

The table below shows the relative cost differential for Options 2, 3, and 4 as compared to Option 1. There were 7 factors used to compare the 4 options, however, the two largest factors that influenced relative cost were:

- The number of contracts recommended (2 contracts with costs each under \$100 M will increase competition and will likely result in 2% to 10% bid savings)
- The potential delay from environmental permitting constraints.

The biggest unknown at the moment is the length of time it will take to get the permit revalidation to remove the East Span foundations. As a result, keeping the foundation work in the same contract as the superstructure work would likely delay all of the work.

Taking all of the factors into consideration, staff recommends approval of Option 2 as discussed above.

Evaluation Factor	Option 1	Option 2	Option3	Option 4
Bid Savings from smaller contracts	\$0	-\$9,300,000	-\$11,200,000	-\$9,300,000
Bid Costs from splitting out like work	\$0	0	\$0	\$2,200,000
Trestle/Access Issues	\$0	\$1,500,000	\$2,500,000	\$1,500,000
Multiple Contractor Conflicts	\$0	\$3,000,000	\$6,000,000	\$3,000,000
Direct COS Costs	\$0	\$4,000,000	\$6,600,000	\$4,000,000
Overall Length of Demo Schedule (includes Environmental Delays to award and effect of staggered starts): Leads to Program Extension Costs	\$0	-\$6,750,000	\$0	-\$6,750,000
Potential Cost of Construction Delay Risks (ie Lower TRO)	\$0	-\$2,600,000	-\$3,400,000	-\$1,500,000
Total (As Compared to Option 1)	\$0	-\$10,150,000	500,000	-\$6,850,000

Attachment(s):

Existing Bridge Demolition Cost Matrix

	One Contract (Baseline) Zero Relative Cost			504 & 288 One Contract and Substructure another			504 & 288 One Contract and Two Substructure Contracts			504 One Contract and 288 & Substructure another		
	Rationale	Cost		Rationale	Cost		Rationale	Cost		Rationale	Cost	
1 Bid Savings from smaller contracts	Baseline Cost	All other costs compared to this baseline	0	Splitting contract in two contracts creates lower bonding requirements and thus more bidding competition	Potential 2%-10% Savings, Former Estimate 2% (Substructure work so specializedfew bidders anyway, so only potential 5% savings for 50% of the work) Teams Estimate 5%, Teds Estimate 10% 2-10% (\$165 mil)	-\$9,300,000	Splitting contract in three contracts creates lower bonding requirements and thus more bidding competition	Additional 20% saving over option 2	-\$11,200,000	Splitting contract in two contracts creates lower bonding requirements and thus more bidding competition	Potential 2%-10% Savings, Former Estimate 2% (Substructure work so specializedfew bidders anyway, so only potential 5% savings for 50% of the work) Teams Estimate 5%, Teds Estimate 10% 2-10% (\$165 mil)	-\$9,300,000
2 Bid Costs from splitting out like work	Baseline Cost	All other costs compared to this baseline	0	Like work kept together, no change from baseline	All steel demo in one contract, all substructure demo in another	\$0	Like work kept together, no change from baseline	All steel demo in one contract, all substructure demo in two other smaller projects	\$0	Like work not kept together, 288 Steel work added to substructure work	5%-10% increase in cost of superstructure item work in substructure contract Estimate Cost of 288 steel work: \$30 mil	\$2,200,000
3 Trestle/Access Issues	Baseline Cost	All other costs compared to this baseline	0	Splitting contract in two means potential issue with sharing trestle between two contractors	30% probability of spending \$5 mill. Probability is low as Contractor may not choose to include a trestle in his means and methods.	\$1,500,000	Splitting contract in three means potential issue with sharing trestle between three contractors	50% probability of spending \$5 mill	\$2,500,000	Splitting contract in two means potential issue with sharing trestle between two contractors	30% probability of spending \$5 mill	\$1,500,000
4 Multiple Contractor Conflicts	Baseline Cost	All other costs compared to this baseline	0	Splitting contract in two means potential conflicts between two contractors	1-3% of value of the work: \$1.5-\$4.5 mill. % is low as it should be possible to manage the risk to this low level.	\$3,000,000	Splitting contract in three means potential conflicts between two contractors	Twice potential cost of two contractor potential conflicts	\$6,000,000	Splitting contract in two means potential conflicts between two contractors	1-3% of value of the work: \$1.5-\$4.5 mill	\$3,000,000
5 Direct COS Costs	Baseline Cost	All other costs compared to this baseline ie Forecast of \$26.6 million or \$40k/day	0	Adding one extra contract increases fixed COS costs	Adds 15% to cost of COS ie 15% of \$26.6 mill	\$4,000,000	Adding two extra contract increases fixed COS costs	Adds 25% to cost of COS ie 25% of \$26.6 mill	\$6,600,000	Adding one extra contract increases fixed COS costs	Adds 15% to cost of COS ie 15% of \$26.6 mill	\$4,000,000
6 Overall Length of Demo Schedule (includes Environmental Delays to award and effect of staggered starts): Leads to Program Extension Costs	Baseline Cost	All other costs compared to this baseline. Potential for 6-12 month potential delay to start of construction because substructure environmental permits could delay the single contract.	0	Structure work could be bid 9 months before the combined, but the overall length would be increased by approx six months to help stagger the work and avoid conflict. Potential for 3 months savings to overall construction & program duration.	Program costs of about \$50-100/k in fixed costs near the end of the program: Potential savings of 90 days @ \$75k per day.	-\$6,750,000	Needing to stagger three contracts to avoid contractor interface conflicts would make this option a wash with option 1.		\$0	Structure work could be bid 9 months before the combined, but the overall length would be increased by approx six months to help stagger the work and avoid conflict. Potential for 3 months savings to overall construction & program duration.	Similar to Option 2	-\$6,750,000
7 Potential Cost of Construction Delay Risks ie Lower TRO	Baseline Cost	All other costs compared to this baseline: All other construction delays (ie doesn't include permit delays) which is covered at 6months @ \$72k/day ie \$8.5 million	0	By splitting project we reduced the potential for low TRO work to be costed at High TRO number of one contrac, potential for 30% savings in TRO delays costs.	Potential for 30% savings in TRO delays costs.	-\$2,600,000	By splitting project we reduced the potential for low TRO work to be costed at High TRO number of one contract, potential for 40% savings in TRO delays costs as now sep.	Potential for 40% savings in TRO delays costs.	-\$3,400,000	By splitting project but mixing the type of work you would potentially have TRO costs in between option1 & 2, potential for 15% savings in TRO delays costs.	Potential for 15% savings in TRO delays costs (ie half the potential savings of Option 2)	-\$1,500,000
	Totals*		0			(10,150,000)			500,000			(6,850,000)
Reccommendation	Costs are for comparative purposes: not meant to be absolute			Costs are for comparative purposes: not meant to be absolute			Costs are for comparative purposes: not meant to be absolute			Costs are for comparative purposes: not meant to be absolute		

Memorandum

TO: Toll Bridge Program Oversight Committee **DATE:** January 25, 2012
(TBPOC)

FR: Mike Forner, Principal Transportation Engineer, Caltrans

RE: Agenda No. - 6a

Item- Antioch and Dumbarton Bridge Seismic Retrofit Updates

Recommendation:

For Information Only

Cost:

N/A

Schedule Impacts:

N/A

Discussion:

The Antioch and Dumbarton Bridge Seismic Retrofit updates will be sent under separate cover.

Attachment(s):

N/A

ITEM 7: OTHER BUSINESS

No Attachments